

UNITED STATES DISTRICT COURT

26 PM 2:56

for the

District of

Division

CLERK US DISTRICT COURT
GREENSBORO, N.C.

JLS

Case No.

1:17 CV 485

(to be filled in by the Clerk's Office)

Jury Trial: (check one) ☐ Yes ☐ No

HOPE T. BROWN

Plaintiff(s)

(Write the full name of each plaintiff who is filing this complaint. If the names of all the plaintiffs cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)

-v-

STARBUCKS CORPORATION

Defendant(s)

(Write the full name of each defendant who is being sued. If the names of all the defendants cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)

COMPLAINT FOR EMPLOYMENT DISCRIMINATION

I. The Parties to This Complaint

A. The Plaintiff(s)

Provide the information below for each plaintiff named in the complaint. Attach additional pages if needed.

Name

HOPE TRENEISE BROWN

Street Address

823 RANDOLPH STREET

City and County

HIGH POINT GUILFORD

State and Zip Code

NORTH CAROLINA 27260

Telephone Number

(336) 858 6279

E-mail Address

h-t-brown@hotmail.com

B. The Defendant(s)

Provide the information below for each defendant named in the complaint, whether the defendant is an individual, a government agency, an organization, or a corporation. For an individual defendant, include the person's job or title (if known). Attach additional pages if needed.

Defendant No. 1

Name
Job or Title *(if known)*
Street Address
City and County
State and Zip Code
Telephone Number
E-mail Address *(if known)*

STARBUCKS

BATTLEGROUND

GREENSBORO, GUILFORD

NC 272

Defendant No. 2

Name
Job or Title *(if known)*
Street Address
City and County
State and Zip Code
Telephone Number
E-mail Address *(if known)*

Defendant No. 3

Name
Job or Title *(if known)*
Street Address
City and County
State and Zip Code
Telephone Number
E-mail Address *(if known)*

Defendant No. 4

Name
Job or Title *(if known)*
Street Address
City and County
State and Zip Code
Telephone Number
E-mail Address *(if known)*

III. Statement of Claim

Write a short and plain statement of the claim. Do not make legal arguments. State as briefly as possible the facts showing that each plaintiff is entitled to the damages or other relief sought. State how each defendant was involved and what each defendant did that caused the plaintiff harm or violated the plaintiff's rights, including the dates and places of that involvement or conduct. If more than one claim is asserted, number each claim and write a short and plain statement of each claim in a separate paragraph. Attach additional pages if needed.

A. The discriminatory conduct of which I complain in this action includes *(check all that apply)*:

- ☐ Failure to hire me.
☐ Termination of my employment.
☒ Failure to promote me.
☐ Failure to accommodate my disability.
☐ Unequal terms and conditions of my employment.
☒ Retaliation.
☒ Other acts *(specify)*: **RACIAL SLURS**
HARASSMENT (TUG HAIR); SHOVING; MISTREATMENT

(Note: Only those grounds raised in the charge filed with the Equal Employment Opportunity Commission can be considered by the federal district court under the federal employment discrimination statutes.)

B. It is my best recollection that the alleged discriminatory acts occurred on date(s)

2/15 — BUT MANY TIMES PREVIOUSLY

C. I believe that defendant(s) *(check one)*:

- ☐ is/are still committing these acts against me.
☒ is/are not still committing these acts against me.

D. Defendant(s) discriminated against me based on my *(check all that apply and explain)*:

- ☒ race _____
☒ color _____
☐ gender/sex _____
☐ religion _____
☐ national origin _____
☐ age *(year of birth)* _____ *(only when asserting a claim of age discrimination.)*
☐ disability or perceived disability *(specify disability)* _____

E. The facts of my case are as follows. Attach additional pages if needed.

1ST INCIDENT 2012
 APPLIED FOR MGT POSITION 1/11; WAS TOLD I CAN GET IT DURING
 NEXT OPENING, I WAS ~~ASKED~~ ASKED ABOUT MY ~~NATURAL~~ NATURAL HAIR,
 WHY CAN'T WHITES CALL BLACKS NIGGER, WHEN BLACKS CAN?"
 WAS NOT GIVEN THE POSITION AS PROMISED, SO I ~~LEFT~~ ~~WENT~~
 PURSUED ANOTHER COMPANY. WAS HIRED AS MANAGER, WAS
 HARASSED FOR DOING SO. REPORTED IT TO H.R.
 OTHERS DOCUMENTED

(Note: As additional support for the facts of your claim, you may attach to this complaint a copy of your charge filed with the Equal Employment Opportunity Commission, or the charge filed with the relevant state or city human rights division.)

IV. Exhaustion of Federal Administrative Remedies

- A. It is my best recollection that I filed a charge with the Equal Employment Opportunity Commission or my Equal Employment Opportunity counselor regarding the defendant's alleged discriminatory conduct on (date)

10/29/15

- B. The Equal Employment Opportunity Commission (check one):

☐

has not issued a Notice of Right to Sue letter.

☒

issued a Notice of Right to Sue letter, which I received on (date)

3/3/17

(Note: Attach a copy of the Notice of Right to Sue letter from the Equal Employment Opportunity Commission to this complaint.)

- C. Only litigants alleging age discrimination must answer this question.

Since filing my charge of age discrimination with the Equal Employment Opportunity Commission regarding the defendant's alleged discriminatory conduct (check one):

☐

60 days or more have elapsed.

☐

less than 60 days have elapsed.

V. Relief

State briefly and precisely what damages or other relief the plaintiff asks the court to order. Do not make legal arguments. Include any basis for claiming that the wrongs alleged are continuing at the present time. Include the amounts of any actual damages claimed for the acts alleged and the basis for these amounts. Include any punitive or exemplary damages claimed, the amounts, and the reasons you claim you are entitled to actual or punitive money damages.

VI. Certification and Closing

Under Federal Rule of Civil Procedure 11, by signing below, I certify to the best of my knowledge, information, and belief that this complaint: (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Rule 11.

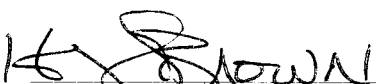
A. For Parties Without an Attorney

I agree to provide the Clerk's Office with any changes to my address where case-related papers may be served. I understand that my failure to keep a current address on file with the Clerk's Office may result in the dismissal of my case.

Date of signing:

5/26/17

Signature of Plaintiff



Printed Name of Plaintiff

HOPE T. BROWN

B. For Attorneys

Date of signing:

Signature of Attorney

Printed Name of Attorney

Bar Number

Name of Law Firm

Street Address

State and Zip Code

Telephone Number

E-mail Address

DISMISSAL AND NOTICE OF RIGHTS

To: **Hope T. Brown**
823 Randolph St.
High Point, NC 27260

From: **Greensboro Local Office**
2303 West Meadowview Rd
Suite 201
Greensboro, NC 27407

☐

On behalf of person(s) aggrieved whose identity is
CONFIDENTIAL (29 CFR §1601.7(a))

EEOC Charge No.

EEOC Representative

Telephone No.

435-2016-00081

LORRETTA KINNARD,
Investigator

(336) 547-4097**THE EEOC IS CLOSING ITS FILE ON THIS CHARGE FOR THE FOLLOWING REASON:**☐

The facts alleged in the charge fail to state a claim under any of the statutes enforced by the EEOC.

☐

Your allegations did not involve a disability as defined by the Americans With Disabilities Act.

☐

The Respondent employs less than the required number of employees or is not otherwise covered by the statutes.

☐

Your charge was not timely filed with EEOC; in other words, you waited too long after the date(s) of the alleged discrimination to file your charge

☒

The EEOC issues the following determination: Based upon its investigation, the EEOC is unable to conclude that the information obtained establishes violations of the statutes. This does not certify that the respondent is in compliance with the statutes. No finding is made as to any other issues that might be construed as having been raised by this charge.

☐

The EEOC has adopted the findings of the state or local fair employment practices agency that investigated this charge.

☐

Other (briefly state)

- NOTICE OF SUIT RIGHTS -

(See the additional information attached to this form.)

Title VII, the Americans with Disabilities Act, the Genetic Information Nondiscrimination Act, or the Age Discrimination in Employment Act: This will be the only notice of dismissal and of your right to sue that we will send you. You may file a lawsuit against the respondent(s) under federal law based on this charge in federal or state court. Your lawsuit **must be filed WITHIN 90 DAYS of your receipt of this notice**; or your right to sue based on this charge will be lost. (The time limit for filing suit based on a claim under state law may be different.)

Equal Pay Act (EPA): EPA suits must be filed in federal or state court within 2 years (3 years for willful violations) of the alleged EPA underpayment. This means that **backpay due for any violations that occurred more than 2 years (3 years) before you file suit may not be collectible.**

On behalf of the Commission

SKinnard delegated for A. Glover

Arlene M. Glover,
Local Office Director

2/28/17

(Date Mailed)

Enclosures(s)

cc:

Lisa Claxton
LITTLER MENDELSON, P.C.
2301 McGee Street
Suite 800
Kansas City, MO 64108

**INFORMATION RELATED TO FILING SUIT
UNDER THE LAWS ENFORCED BY THE EEOC**

*(This information relates to filing suit in Federal or State court under Federal law.
If you also plan to sue claiming violations of State law, please be aware that time limits and other
provisions of State law may be shorter or more limited than those described below.)*

**PRIVATE SUIT RIGHTS -- Title VII of the Civil Rights Act, the Americans with Disabilities Act (ADA),
the Genetic Information Nondiscrimination Act (GINA), or the Age
Discrimination in Employment Act (ADEA):**

In order to pursue this matter further, you must file a lawsuit against the respondent(s) named in the charge **within 90 days of the date you receive this Notice**. Therefore, you should **keep a record of this date**. Once this 90-day period is over, your right to sue based on the charge referred to in this Notice will be lost. If you intend to consult an attorney, you should do so promptly. Give your attorney a copy of this Notice, and its envelope, and tell him or her the date you received it. Furthermore, in order to avoid any question that you did not act in a timely manner, it is prudent that your suit be filed **within 90 days of the date this Notice was mailed to you** (as indicated where the Notice is signed) or the date of the postmark, if later.

Your lawsuit may be filed in U.S. District Court or a State court of competent jurisdiction. (Usually, the appropriate State court is the general civil trial court.) Whether you file in Federal or State court is a matter for you to decide after talking to your attorney. Filing this Notice is not enough. You must file a "complaint" that contains a short statement of the facts of your case which shows that you are entitled to relief. Courts often require that a copy of your charge must be attached to the complaint you file in court. If so, you should remove your birth date from the charge. Some courts will not accept your complaint where the charge includes a date of birth. Your suit may include any matter alleged in the charge or, to the extent permitted by court decisions, matters like or related to the matters alleged in the charge. Generally, suits are brought in the State where the alleged unlawful practice occurred, but in some cases can be brought where relevant employment records are kept, where the employment would have been, or where the respondent has its main office. If you have simple questions, you usually can get answers from the office of the clerk of the court where you are bringing suit, but do not expect that office to write your complaint or make legal strategy decisions for you.

PRIVATE SUIT RIGHTS -- Equal Pay Act (EPA):

EPA suits must be filed in court within 2 years (3 years for willful violations) of the alleged EPA underpayment: back pay due for violations that occurred **more than 2 years (3 years) before you file suit** may not be collectible. For example, if you were underpaid under the EPA for work performed from 7/1/08 to 12/1/08, you should file suit **before 7/1/10** -- not 12/1/10 -- in order to recover unpaid wages due for July 2008. This time limit for filing an EPA suit is separate from the 90-day filing period under Title VII, the ADA, GINA or the ADEA referred to above. Therefore, if you also plan to sue under Title VII, the ADA, GINA or the ADEA, in addition to suing on the EPA claim, suit must be filed within 90 days of this Notice and within the 2- or 3-year EPA back pay recovery period.

ATTORNEY REPRESENTATION -- Title VII, the ADA or GINA:

If you cannot afford or have been unable to obtain a lawyer to represent you, the U.S. District Court having jurisdiction in your case may, in limited circumstances, assist you in obtaining a lawyer. Requests for such assistance must be made to the U.S. District Court in the form and manner it requires (you should be prepared to explain in detail your efforts to retain an attorney). Requests should be made well before the end of the 90-day period mentioned above, because such requests do not relieve you of the requirement to bring suit within 90 days.

ATTORNEY REFERRAL AND EEOC ASSISTANCE -- All Statutes:

You may contact the EEOC representative shown on your Notice if you need help in finding a lawyer or if you have any questions about your legal rights, including advice on which U.S. District Court can hear your case. If you need to inspect or obtain a copy of information in EEOC's file on the charge, please request it promptly in writing and provide your charge number (as shown on your Notice). While EEOC destroys charge files after a certain time, all charge files are kept for at least 6 months after our last action on the case. Therefore, if you file suit and want to review the charge file, **please make your review request within 6 months of this Notice**. (Before filing suit, any request should be made within the next 90 days.)

IF YOU FILE SUIT, PLEASE SEND A COPY OF YOUR COURT COMPLAINT TO THIS OFFICE.

CHARGE OF DISCRIMINATION

This form is affected by the Privacy Act of 1974. See enclosed Privacy Statement and other information before completing this form.

Charge Presented To: Agency(ies) Charge No(s):

☐ FEPA

☒ EEOC

435-2016-00081

2015 OCT 29 PM 1:42

and EEOC

State or local Agency, if any

Name (indicate Mr., Ms., Mrs.) **Ms. Hope T. Brown** Home Phone (Incl. Area Code) **(336) 858-6279** Date of Birth **04-03-1969**

Street Address **823 Randolph St., High Point, NC 27260** City, State and ZIP Code

Named is the Employer, Labor Organization, Employment Agency, Apprenticeship Committee, or State or Local Government Agency That I Believe Discriminated Against Me or Others. (If more than two, list under PARTICULARS below.)

Name **STARBUCKS** No. Employees, Members **15 - 100** Phone No. (Include Area Code) **(336) 272-7061**

Street Address **1603 Battleground Avenue, Greensboro, NC 27407** City, State and ZIP Code

Name No. Employees, Members Phone No. (Include Area Code)

Street Address City, State and ZIP Code

DISCRIMINATION BASED ON (Check appropriate box(es).)

☒ RACE ☐ COLOR ☐ SEX ☐ RELIGION ☐ NATIONAL ORIGIN

☒ RETALIATION ☐ AGE ☐ DISABILITY ☐ GENETIC INFORMATION

☐ OTHER (Specify)

DATE(S) DISCRIMINATION TOOK PLACE

Earliest Latest

10-29-2015

☐ CONTINUING ACTION

THE PARTICULARS ARE (If additional paper is needed, attach extra sheet(s)):

I was hired about January 2011 as a Barista. Thereafter, I began applying for management positions. However, I was not selected. I have over twenty years of managerial experience. After many attempts, I stopped applying. I began working at a second job (manager).

During April 2015, my availability was to 8:00a.m. The General Manager (GM) became hostile. The Shift Manager became hostile although there was sufficient help when I would leave @ 8:00 a.m. In May 2015, the Shift Manager made a racial derogatory comment. I reported it to the General Manager. Consequently, the General Manager began speaking to me in nasty tones, throwing things and so forth. On or about May 2015 or June 2015, I reported to Human Resources, the racial derogatory comment, and the hostility and unfavorable treatment I was receiving from the Shift Manager and the General Manager.

About June 2015 / July 2015 through September 2015, the number of hours I worked per week was less than 20 hours. Also, I would be told to leave early before my time ended about 8:00 a.m. As a result, I was no longer eligible for benefits. The hostility continued. Also, the General Manager told employees and also friends who were customers that she was under investigation. Thus, co-workers and customers (friend of the General Manager) began treating me unfavorably and harassing me.

I want this charge filed with both the EEOC and the State or local Agency, if any. I will advise the agencies if I change my address or phone number and I will cooperate fully with them in the processing of my charge in accordance with their procedures.

I declare under penalty of perjury that the above is true and correct.

NOTARY - When necessary for State and Local Agency Requirements

I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief.

SIGNATURE OF COMPLAINANT

SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE
(month, day, year)

Oct 29, 2015

Date

Charging Party Signature

CHARGE OF DISCRIMINATION

This form is affected by the Privacy Act of 1974. See enclosed Privacy Act Statement and other information before completing this form.

Charge Presented To:

Agency(ies) Charge No(s):

☐

FEPA

☒

EEOC

435-2016-00081

_____ and EEOC

State or local Agency, if any

During this time, I asked a Shift Manager why was it a big deal my working a second job when there were no opportunities for me to be promoted there and I felt it was because I was Black, the Shift Manager said that "Every Black Manager we have had was caught stealing". I complained to Human Resources regarding all of the aforementioned.

About the beginning of October 2015, my availability changed and I am scheduled to work at least twenty hours per week. However, I will not know if I am eligible to get benefits until December 2015 since such matters is done on a quarterly basis.

The practice at the location has been if there is a vacancy for a managerial position, the General Manager and the District Manager, can offer you the position and then the employee completes the application process. Currently, there is a vacancy for Shift Manager at the location.

I am still being harassed. For example, customers (friends of the General Manager).

Also, the District Manager, who is a friend of the General Manager, never contacted me in reference to my complaints; she only contacts the General Manager and asked what is going on.

I am unaware of the result(s) of the investigation of my complaints.

I believe that I have been discriminated against because of my race (Black), and retaliated against, in violation of Title VII of The Civil Rights Act of 1964, as amended.

I want this charge filed with both the EEOC and the State or local Agency, if any. I will advise the agencies if I change my address or phone number and I will cooperate fully with them in the processing of my charge in accordance with their procedures.

NOTARY – When necessary for State and Local Agency Requirements

I declare under penalty of perjury that the above is true and correct.

I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief.

SIGNATURE OF COMPLAINANT

Oct 29, 2015

Date



Charging Party Signature

SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE
(month, day, year)



**U.S. Equal Employment Opportunity Commission
Greensboro Local Office**

303 West Meadowview Rd Suite 201 Greensboro, NC 27407

NOTICE OF CHARGE OF DISCRIMINATION

(This Notice replaces EEOC FORM 131)

DIGITAL CHARGE SYSTEM PILOT PROGRAM

October 30, 2015

To: Debbie Frey
Manager
STARBUCKS
1603 Battleground Avenue
Greensboro, NC 27407

This is notice that a charge of employment discrimination has been filed with the EEOC against your organization by Hope T. Brown under Title VII of the Civil Rights Act (Title VII). The circumstances of the alleged discrimination are based on Retaliation and Race, and involve issues of Harassment and Terms/Conditions that are alleged to have occurred on or about Jan 01, 2015 at the earliest and Oct 29, 2015 at the latest.

The Greensboro Local Office of EEOC is part of a pilot project to make investigations and communications with charging parties and respondents more efficient by digitizing charge documents. The charge is available for you to download from the EEOC Respondent Portal, EEOC's secure online system.

Please follow these instructions to view the charge within ten (10) days of receiving this Notice:

1. Access EEOC's secure online system: <https://nxg.eeoc.gov/rsp/login.jsf>
2. Enter this EEOC Charge No.: **435-2016-00081**
3. Enter this password: **EX3582WH**

PLEASE NOTE: By logging into the EEOC Respondent Portal, you are consenting to electronic service of this charge, and to communicate with the EEOC primarily through this digital system. Once you log into the system, you can view and download the charge, and electronically submit documents to EEOC. The system will also advise you of possible actions or responses, and identify your EEOC point of contact for this charge.

Said. Because she, Debbie Frey, came into
the store talking about it. I felt pressured,
harrassed, and disrespected. EVEN CERTAIN
CUSTOMERS, ~~HER~~ FRIENDS, TREATED ME DISRESPECT
FULLY. I feared for my safety and my
Nerves were always tensed. I have become
nervously crying while writing this. I have tried
to move on, but this reminded me of this treatment.

EVIDENCE : Witness: Adreanna Carter

Phone Records

Witness Phone #: 704 819-4032

Sincerely Yours,

Hy Brown

Hope Brown

(336) 858 6399 on
858 6279

RECEIVED
US EEOC
GRMS LOG OFC
2017 MAR - 1 AM 9:34

Mrs. Glover,

2/28/17

hello. My name is Hope Brown, case #435-2016-000.

The purpose of this letter is to request a review of my case. I missed my deadline by one day.

RECEIVED
US EEOC
GRAND LOG OFFICE
2017 MAR - 1 AM 9:34

Well I received the documents. I read them. I am defending myself (rebuttal?) by explaining that I did not ask Starbucks to close the case. I was asking them to speed up the investigation because I was being harassed by managers and employees. They were making offensive comments about my hair, discussing the investigation, talking to customers about it, etc. It was a horrific work experience. ADREANA CARTER is my witness. Adreanna experienced similar behavior and treatment, also. Reach her at 704-819-4032. Again, they did not contact me back when I kept calling the (during the investigation) every time. They did a couple of times, but it seemed like they were dodging my calls and talking to the no one that were investigating about what I

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Greensboro Local Office



2303 West Meadowview Road, Suite 201
Greensboro, NC 27407
Intake Information Group: (800) 669-4000
Intake Information Group TTY: (800) 669-6820
Greensboro Status Line: (866) 408-8075
Direct Dial: (336) 547-4019
TTY (336) 547-4035
FAX (336) 547-4032
Website: www.eeoc.gov

March 1, 2017

Hope Brown
823 Randolph Street
High Point, NC 27260

Re: Hope Brown v. Starbucks
EEOC Charge No.: 435-2016-00081

Ms. Brown:

The processing of your charge of employment discrimination in the above referenced matter has been completed. The Equal Employment Opportunity Commission (EEOC) is dismissing your charge and is issuing you your Notice of Rights.

The evidence obtained by the EEOC does not support a finding that the Respondent discriminated against you because of your race or that Respondent retaliated against you for reporting discrimination. The evidence shows that you made complaints to Respondent about racially derogatory comments, but later ceased investigations of your complaints.

In view of these facts, it is unlikely that further investigation of your allegations will result in a finding that a violation of the law(s) under which you filed your charge has occurred. For that reason, we have dismissed your charge and closed your file.

Enclosed you will find a dismissal notice which outlines your right to pursue the matter in court by filing a lawsuit within 90 days of your receipt of the dismissal notice. This 90-day period for filing a private lawsuit cannot be waived, extended or restored by EEOC.

I regret that we cannot be of further assistance to you in this matter.

Sincerely,

Lori Kinnard
Equal Opportunity Investigator
U.S. EEOC

13. Are there any witnesses to the alleged discriminatory incidents? If yes, please identify them below and tell us what they will say. (Please attach additional pages if needed to complete your response)

Full Name	Job Title	Address & Phone Number	What do you believe this person will tell us?
A. LAURA SMITH	SHIFT MANAGER		TRUTH
B. ASHLEY'S BOYFRIEND			

14. Have you filed a charge previously on this matter with the EEOC or another agency? ☐ Yes ☒ No

15. If you filed a complaint with another agency, provide the name of agency and the date of filing: _____

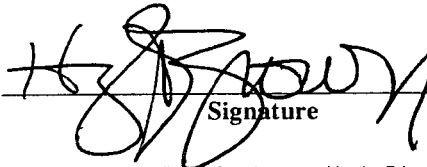
16. Have you sought help about this situation from a union, an attorney, or any other source? ☒ Yes ☐ No
Provide name of organization, name of person you spoke with and date of contact. Results, if any?

JANICE BROOK

Please check one of the boxes below to tell us what you would like us to do with the information you are providing on this questionnaire. If you would like to file a charge of job discrimination, you must do so either within 180 days from the day you knew about the discrimination, or within 300 days from the day you knew about the discrimination if the employer is located in a place where a state or local government agency enforces laws similar to the EEOC's laws. If you do not file a charge of discrimination within the time limits, you will lose your rights. If you would like more information before filing a charge or you have concerns about EEOC's notifying the employer, union, or employment agency about your charge, you may wish to check Box 1. If you want to file a charge, you should check Box 2.

BOX 1 ☒ I want to talk to an EEOC employee before deciding whether to file a charge. I understand that by checking this box, I have not filed a charge with the EEOC. I also understand that I could lose my rights if I do not file a charge in time.

BOX 2 ☒ I want to file a charge of discrimination, and I authorize the EEOC to look into the discrimination I described above. I understand that the EEOC must give the employer, union, or employment agency that I accuse of discrimination information about the charge, including my name. I also understand that the EEOC can only accept charges of job discrimination based on race, color, religion, sex, national origin, disability, age, genetic information, or retaliation for opposing discrimination.


Signature

10/28/15
Today's Date

PRIVACY ACT STATEMENT: This form is covered by the Privacy Act of 1974: Public Law 93-579. Authority for requesting personal data and the uses thereof are:

- 1) FORM NUMBER/TITLE/DATE. EEOC Intake Questionnaire (9/20/08).
- 2) AUTHORITY. 42 U.S.C. § 2000e-5(b), 29 U.S.C. § 211, 29 U.S.C. § 626, 42 U.S.C. 12117(a)
- 3) PRINCIPAL PURPOSE. The purpose of this questionnaire is to solicit information about claims of employment discrimination, determine whether the EEOC has jurisdiction over those claims, and provide charge filing counseling, as appropriate. Consistent with 29 CFR 1601.12(b) and 29 CFR 1626.8(c), this questionnaire may serve as a charge if it meets the elements of a charge.
- 4) ROUTINE USES. EEOC may disclose information from this form to other state, local and federal agencies as appropriate or necessary to carry out the Commission's functions, or if EEOC becomes aware of a civil or criminal law violation. EEOC may also disclose information to respondents in litigation, to congressional offices in response to inquiries from parties to the charge, to disciplinary committees investigating complaints against attorneys representing the parties to the charge, or to federal agencies inquiring about hiring or security clearance matters.
- 5) WHETHER DISCLOSURE IS MANDATORY OR VOLUNTARY AND EFFECT ON INDIVIDUAL FOR NOT PROVIDING INFORMATION. Providing this information is voluntary but the failure to do so may hamper the Commission's investigation of a charge. It is not mandatory that this form be used to provide the requested information.

Of the persons in the same or similar situation as you, who was treated *worse* than you?

Full Name	Race, Sex, Age, National Origin, Religion or Disability	Job Title	Description of Treatment
-----------	---	-----------	--------------------------

A. _____

B. _____

Of the persons in the same or similar situation as you, who was treated the *same* as you?

Full Name	Race, Sex, Age, National Origin, Religion or Disability	Job Title	Description of Treatment
-----------	---	-----------	--------------------------

A. JASMINE BLACK BARISTA "I AM TREATING YOU LIKE A SLAVE"

B. Angeana BLACK BARISTA "NIGGERISH"

Answer questions 9-12 only if you are claiming discrimination based on disability. If not, skip to question 13. Please tell us if you have more than one disability. Please add additional pages if needed.

9. Please check all that apply:

- ☐ Yes, I have a disability
- ☐ I do not have a disability now but I did have one
- ☐ No disability but the organization treats me as if I am disabled

10. What is the disability that you believe is the reason for the adverse action taken against you? Does this disability prevent or limit you from doing anything? (e.g., lifting, sleeping, breathing, walking, caring for yourself, working, etc.).

11. Do you use medications, medical equipment or anything else to lessen or eliminate the symptoms of your disability?

☐ Yes ☐ No

If "Yes," what medication, medical equipment or other assistance do you use?

12. Did you ask your employer for any changes or assistance to do your job because of your disability?

☐ Yes ☐ No

If "Yes," when did you ask? _____ How did you ask (verbally or in writing)? _____

Who did you ask? (Provide full name and job title of person)

Describe the changes or assistance that you asked for: _____

How did your employer respond to your request? _____

4. What is the reason (basis) for your claim of employment discrimination?

FOR EXAMPLE, if you feel that you were treated worse than someone else because of race, you should check the box next to Race. If you feel you were treated worse for several reasons, such as your sex, religion and national origin, you should check all that apply. If you complained about discrimination, participated in someone else's complaint, or filed a charge of discrimination, and a negative action was threatened or taken, you should check the box next to Retaliation.

☒ Race ☐ Sex ☐ Age ☐ Disability ☐ National Origin ☐ Religion ☒ Retaliation ☐ Pregnancy ☐ Color (typically a difference in skin shade within the same race) ☐ Genetic Information; circle which type(s) of genetic information is involved:
i. genetic testing ii. family medical history iii. genetic services (genetic services means counseling, education or testing)

If you checked color, religion or national origin, please specify: _____

If you checked genetic information, how did the employer obtain the genetic information? _____

Other reason (basis) for discrimination (Explain): FAVORITISM; INTIMIDATION; ~~R~~

5. What happened to you that you believe was discriminatory? Include the date(s) of harm, the action(s), and the name(s) and title(s) of the person(s) who you believe discriminated against you. Please attach additional pages if needed.

(Example: 10/02/06 - Discharged by Mr. John Soto, Production Supervisor)

A. Date: 5/20/15 Action: "WHITE MAN IS THE 1 PHONE; EVERYONE ELSE IS EVERYTHING ELSE" (SEE ATTACHED)

Name and Title of Person(s) Responsible: MARTHA HAMMER

B. Date: 6/10/15 Action: "EVERY BLACK PERSON! WE HIRE WAS CAUGHT STEALING (SEE ATTACHED)"

Name and Title of Person(s) Responsible: ASHLEY

6. Why do you believe these actions were discriminatory? Please attach additional pages if needed.

SEE ATTACHED

7. What reason(s) were given to you for the acts you consider discriminatory? By whom? His or Her Job Title?

REPORTED TO HUMAN RESOURCES - THEY TOLD THE FRIEND OF THE GM

8. Describe who was in the same or similar situation as you and how they were treated. For example, who else applied for the same job you did, who else had the same attendance record, or who else had the same performance? Provide the race, sex, age, national origin, religion, or disability of these individuals, if known, and if it relates to your claim of discrimination. For example, if your complaint alleges race discrimination, provide the race of each person; if it alleges sex discrimination, provide the sex of each person; and so on. Use additional sheets if needed.

Of the persons in the same or similar situation as you, who was treated better than you?

Full Name	Race, Sex, Age, National Origin, Religion or Disability	Job Title	Description of Treatment
A. <u>CORY</u>	<u>WHITE</u>	<u>PROMOTED SHIFT MANAGER</u>	<u>PROMOTED</u>
<u>LAUREN</u>	<u>WHITE</u>	<u>PROMOTED SHIFT MANAGER</u>	<u>PROMOTED</u>

B. _____



U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
INTAKE QUESTIONNAIRE

435-201 6-00081

Please immediately complete this entire form and return it to the U.S. Equal Employment Opportunity Commission ("EEOC"). **REMEMBER**, a charge of employment discrimination must be filed within the time limits imposed by law, within 180 days or in some places within 300 days of the alleged discrimination. When we receive this form, we will review it to determine EEOC coverage. **Answer all questions completely, and attach additional pages if needed to complete your responses. If you do not know the answer to a question, answer by stating "not known."** If a question is not applicable, write "N/A." (PLEASE PRINT)

1. Personal Information

Last Name: BROWN First Name: HOPE MI: TRENTSE
Street or Mailing Address: 823 RANDOLPH Apt or Unit #: _____
City: HIGH POINT County: GUILFORD State: NC Zip: 27260
Phone Numbers: Home: (336) 858 6279 Work: (____) _____
Cell: (____) _____ Email Address: HBROWN1144@hotmail.com
Date of Birth: 04/03/1969 Sex: ☐ Male ☒ Female Do You Have a Disability? ☐ Yes ☒ No

Please answer each of the next three questions. i. Are you Hispanic or Latino? ☐ Yes ☐ No

ii. What is your Race? Please choose all that apply. ☐ American Indian or Alaskan Native ☐ Asian ☐ White
☒ Black or African American ☐ Native Hawaiian or Other Pacific Islander

iii. What is your National Origin (country of origin or ancestry)? _____

Please Provide The Name Of A Person We Can Contact If We Are Unable To Reach You:

Name: CLARINE BROWN Relationship: DAUGHTER
Address: _____ City: _____ State: _____ Zip Code: _____
Home Phone: (____) _____ Other Phone: (____) _____

2. I believe that I was discriminated against by the following organization(s): (Check those that apply)

☒ Employer ☐ Union ☐ Employment Agency ☐ Other (Please Specify) _____

Organization Contact Information (If the organization is an employer, provide the address where you actually worked. If you work from home, check here ☐ and provide the address of the office to which you reported.) If more than one employer is involved, attach additional sheets.

Organization Name: STARBUCKS
Address: 1603 BATTLEGROUND AVE County: GUILFORD
City: GREENSBORO State: NC Zip: _____ Phone: (____) _____
Type of Business: RESTAURANT Job Location if different from Org. Address: _____
Human Resources Director or Owner Name: _____ Phone: (____) _____

Number of Employees in the Organization at All Locations: Please Check (✓) One

☐ Fewer Than 15 ☒ 15 - 100 ☐ 101 - 200 ☐ 201 - 500 ☐ More than 500

3. Your Employment Data (Complete as many items as you are able.) Are you a federal employee? ☐ Yes ☒ No

Date Hired: 1/2011 Job Title At Hire: BARISTA
Pay Rate When Hired: 7.35 Last or Current Pay Rate: 8.90
Job Title at Time of Alleged Discrimination: BARISTA Date Quit/Discharged: _____
Name and Title of Immediate Supervisor: DEBORAH (DEBBIE) FREY
If Job Applicant, Date You Applied for Job _____ Job Title Applied For _____

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US EEOC
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2015 OCT 28 PM 2:21

If you have any questions regarding the Digital Charge System Pilot Program, you can send an inquiry via email to Greensboro@eeoc.gov. If you wish to opt-out of this pilot and receive all documents and communications in paper form, please notify EEOC via Greensboro@eeoc.gov within ten (10) days of receiving this Notice.

Preservation of Records Requirement

EEOC regulations require respondents to preserve all payroll and personnel records relevant to the charge until final disposition of the charge or litigation. 29 CFR §1602.14. For more information on your obligation to preserve records, see <http://eeoc.gov/employers/recordkeeping.cfm>.

Non-Retaliation Requirements

The laws enforced by the EEOC prohibit retaliation against any individual because s/he has filed a charge, testified, assisted or participated in an investigation, proceeding or hearing under these laws. Persons filing charges of discrimination are advised of these Non-Retaliation Requirements and are instructed to notify EEOC if any attempt at retaliation is made. For more information, see <http://www.eeoc.gov/laws/types/facts-retal.cfm>.

Legal Representation

Although you do not have to be represented by an attorney while we handle this charge, you have a right, and may wish to retain an attorney to represent you. If you do retain an attorney, please provide the attorney's contact information when you log in to the online system.

Please retain this notice for your records.

PRIVACY ACT STATEMENT: Under the Privacy Act of 1974, Pub. Law 93-579, authority to request personal data and its uses are:

1. **FORM NUMBER/TITLE/DATE.** EEOC Form 5, Charge of Discrimination (11/09).
2. **AUTHORITY.** 42 U.S.C. 2000e-5(b), 29 U.S.C. 211, 29 U.S.C. 626, 42 U.S.C. 12117, 42 U.S.C. 2000ff-6.
3. **PRINCIPAL PURPOSES.** The purposes of a charge, taken on this form or otherwise reduced to writing (whether later recorded on this form or not) are, as applicable under the EEOC anti-discrimination statutes (EEOC statutes), to preserve private suit rights under the EEOC statutes, to invoke the EEOC's jurisdiction and, where dual-filing or referral arrangements exist, to begin state or local proceedings.
4. **ROUTINE USES.** This form is used to provide facts that may establish the existence of matters covered by the EEOC statutes (and as applicable, other federal, state or local laws). Information given will be used by staff to guide its mediation and investigation efforts and, as applicable, to determine, conciliate and litigate claims of unlawful discrimination. This form may be presented to or disclosed to other federal, state or local agencies as appropriate or necessary in carrying out EEOC's functions. A copy of this charge will ordinarily be sent to the respondent organization against which the charge is made.
5. **WHETHER DISCLOSURE IS MANDATORY; EFFECT OF NOT GIVING INFORMATION.** Charges must be reduced to writing and should identify the charging and responding parties and the actions or policies complained of. Without a written charge, EEOC will ordinarily not act on the complaint. Charges under Title VII, the ADA or GINA must be sworn to or affirmed (either by using this form or by presenting a notarized statement or unsworn declaration under penalty of perjury); charges under the ADEA should ordinarily be signed. Charges may be clarified or amplified later by amendment. It is not mandatory that this form be used to make a charge.

NOTICE OF RIGHT TO REQUEST SUBSTANTIAL WEIGHT REVIEW

Charges filed at a state or local Fair Employment Practices Agency (FEPA) that dual-files charges with EEOC will ordinarily be handled first by the FEPA. Some charges filed at EEOC may also be first handled by a FEPA under worksharing agreements. You will be told which agency will handle your charge. When the FEPA is the first to handle the charge, it will notify you of its final resolution of the matter. Then, if you wish EEOC to give Substantial Weight Review to the FEPA's final findings, you must ask us in writing to do so within 15 days of your receipt of its findings. Otherwise, we will ordinarily adopt the FEPA's finding and close our file on the charge.

NOTICE OF NON-RETALIATION REQUIREMENTS

Please **notify** EEOC or the state or local agency where you filed your charge **if retaliation is taken against you or others** who oppose discrimination or cooperate in any investigation or lawsuit concerning this charge. Under Section 704(a) of Title VII, Section 4(d) of the ADEA, Section 503(a) of the ADA and Section 207(f) of GINA, it is unlawful for an *employer* to discriminate against present or former employees or job applicants, for an *employment agency* to discriminate against anyone, or for a *union* to discriminate against its members or membership applicants, because they have opposed any practice made unlawful by the statutes, or because they have made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under the laws. The Equal Pay Act has similar provisions and Section 503(b) of the ADA prohibits coercion, intimidation, threats or interference with anyone for exercising or enjoying, or aiding or encouraging others in their exercise or enjoyment of, rights under the Act.



U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Greensboro Local Office

2303 West Meadowview Road, Suite 201
Greensboro, NC 27407
Intake Information Group: (800) 669-4000
Intake Information Group TTY: (800) 669-6820
Greensboro Status Line: (866) 408-8075
Direct Dial: (336) 547-4019
TTY (336) 547-4035
FAX (336) 547-4032
Website: www.eeoc.gov

February 7, 2017

Ms. Hope Brown
823 Randolph Street
High Point, NC 27260

Re: EEOC Charge No.: 435-2016-00081

Dear Ms. Brown:

Enclosed with this letter is a copy of the Respondent's Position Statement with non-confidential attachments. **By accepting these documents, you agree that you will only share the contents with persons in a privileged relationship to you, such as a spouse, clergy, or legal, medical or financial advisor.**

This is your opportunity to provide additional information you feel is relevant to support your charge. If you would like to respond to what the Respondent says in its Position Statement, please do so no later than **20 calendar days from the date of this letter (February 27, 2017).**

There is no specific format required for your response. You may respond in writing or by phone. If you respond in writing, be sure to include your charge number on your correspondence. If you disagree with any of the information the Respondent has submitted, please point out specifically what you believe is incorrect and explain what you believe to have happened. Also, please give us any additional evidence or information that you have not already provided that you believe supports your case. For example, if applicable, identify any additional witnesses, their contact information, and a brief summary of what you think they will say.

Any information you provide will be taken into consideration during the investigation of your charge. We encourage you to contact us promptly with your response. Our address is listed in the letterhead and my direct telephone number is (336) 547-4097.

Thank you for your cooperation.

Sincerely,

Lori Kinnard,
Investigator

Enclosures

11/6/15
I have an opportunity to go to work for a Franchise. I don't want to blow my chances of working there. I would like to be contacted ~~about~~ rather or not I should pursue this. Please stop ~~it~~ the process for now until further notice.

H. Brown
Hope Brown
(336) 858-6279
~~##~~

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US EEOC
GRNB LOC OFC

2015 NOV -6 AM 10:49

Reconsidered.
I wish to pursue this
Case.

H. Brown
11/12/15

Howard,

Your love for your country and your patriotism are two of the many reasons why most of us love working for your company. You are a man of hope, fairness, and opportunities. You have spoken openly to the public about many social and political issues boldly and admirably on social networks as well as news Medias to explain our customs and promotions that many may consider a social responsibility.

I am sure most minorities, like me, appreciate this exertion taken to make this country a better place to work and live. However, when it comes to race relations, Starbucks needs to fix issues internally before promoting positive race relations externally. In fact, we REFUSED TO TAKE PART IN ANY OF THOSE PROMOTIONS.

Upon hire, I was bluntly told that it would be hard to be promoted because "I don't meet the criteria". I was called "spook" by the general manager's friend who's a regular customer.

I was interviewed 3 times by 2 managers with my resume, as if I am being interviewed as a manager. Because of my managerial experience that is listed on the resume, I assumed I would be given an opportunity to grow like everyone else.

I have worked hard to increase customer volume and sales using excellent customer service and skills. This can be verified by checking out the history of that operation.

While employed there, I have applied for different management positions but was not offered anything.

I would have known something if I was evaluated. But that is not being done. As a matter of fact, I believe I was evaluated once. My pay doesn't pay my bills. I have to make money on the outside of Starbucks, which is very unfortunate.

In 2012, I gave up on applying for management in this area because of the consistent unfairness and discrimination. I decided to get back into management; therefore, I applied for other jobs. This upset my GM. She cut my hours to 8-11 hours per week. I reported this to the HR department. She was upset because I reported it.

I ended up quitting that job. But she only gave me 25 hours. I accepted a job as a restaurant manager at Hardees and went through the same treatment as before! So I told her that I will not change my availability. However, this caused my other boss to be upset. I ended up losing my job because of this conflict.

I decided to just go back to college and take advantage of the tuition reimbursement and business programs. I figured this will help me increase the chances to grow in the company. It didn't.

A regular customer offered me a job in April. This job was a great opportunity for me to gain administration skills in an office setting. I had to change my availability. I asked her if I change my availability, will it be possible to keep at least 20 hours per week to keep my benefits. She said yes. After changing my availability, there was lots of hostility because I had to leave at 8am.

One shift manager, Martha Hammer is a shift manager that was really obviously upset about the availability and leaving at 8. She had plenty of help. It was just the hostility towards me because I left at 8am.

In May, a customer, Martha, and another barista were discussing the new mobile service. They told the customer that they can only use the iphone to order. I continued taking orders at the register.

While I was walking to get coffee, Martha stopped me and said I was just telling Brett (the other barista) "The white man is the iphone, and everyone else is everything else."

I was stunned, shocked, then angry and sad. I told Laura, another shift manager. Laura asked her about it. She told Martha that was inappropriate. Martha was upset that I told her.

Before leaving, I ordered my partner beverage. Martha was picking her nose and cleaning her eyes over my drink WHILE OTHER CUSTOMERS WERE THERE! I bluntly asked her not to do that and she ran to the back of the store. Not only was this embarrassing, it was disgusting. Then she had the audacity to hand me the iced venti Americano to drink! I took it to another store and explained to them what happened and another shift manager replaced my drink.

I called Debbie, the general manager, and told her what happened. I'm not sure if there were counselling done or not, but I was upset.

Shortly after that, Debbie and I opened the store together. She was acting very strange to me. She was throwing pitchers, talking mean, and just be sarcastic. I asked her what was wrong because she was making me nervous. I even dropped 2 cups of coffee nervously.

I walked to the back and asked her what the problem was. She didn't tell me. She was just rude. Brett came in and asked what was the problem. I couldn't tell her anything. Debbie was throwing things and talking mean to me the whole shift. I called HR and reported it in case something happened, there would be documentation.

I asked everyone what was going on and why was Debbie so upset. I told Ashley, a shift manager what happened. I asked her why is there a problem working another job when there are no opportunities here for me. I told her that I was told her that sometimes I feel like I'm not given the equal opportunities to become a manager because I'm black. But, I still come to work and do what I have to do.

Ashly said, "Every Black manager we have had was caught stealing". Which, specifies the reason why I'm not offered an opportunity for growth is because I am black. That hurt a lot! AFTER ALMOST FIVE YEARS AND 20 YEARS RESTAURANT/RETAIL MANAGEMENT EXPERIENCE, I HAVE JUST LEARNED I'M WASTING MY TIME!

I told the gm and her response was "how inappropriate," but, she didn't talk to the shift manager. I told another shift manager, and that shift manager discussed this issue with her.

I REPORTED THIS TO HR. EMILY WAS INVESTIGATING. While investigating, HR was reporting things to the District Manager, my General Manager's friend. Instead of meeting with me, they mocked me, laughed about it to each other and made my workplace a living hell to work in. The general manager even told

her friends. Her friends started treating me badly. One of them, Burten, snapped on me about his app on his phone as if I was the reason why he lost an award. Laura had to handle him to stop him.

I was on REGISTER 1 and three transactions cashed out. I was told the DM can dial into our system and watch transactions being made. But I hope there is not that much hostility to cash out transactions to make my drawer short to give them a reason to fire me.

I told Laura. She voided those transactions. I rang up the transactions using their cards to pay.

This behavior by managers influenced the other baristas to treat me the same way. One black employee told me that a fellow barista used the term "niggerish" to her. In addition, she claimed was asked what does certain "urban words" mean. And was offended by the bias. I don't know if she was asked to tell me this to upset me more or did this actually happen. But this is the type of operation going on currently.

This crisis was discussed by DM and GM with everyone but me! When customers know about my HR ISSUES, THERE IS A PROBLEM!!

I NO LONGER HAVE MY BENEFITS.

Hostile work environment; Intimidation; Retaliation; Discrimination

CP says:

This is not sent as yet to the CEO

Charge No. 435-2016-000

Hope Brown

→ CEO. Howard Schulz
Howard, CP said HS is not the problem.
It is the District

Q: Where is corporate office
A: Don't know

Your love for your country and your patriotism are two of the many reasons why most of us love working for your company. You are a man of hope, fairness, and opportunities. You have spoken openly to the public about many social and political issues boldly and admirably on social networks as well as news Medias to explain our customs and promotions that many may consider a social responsibility.

I am sure most minorities, like me, appreciate this exertion taken to make this country a better place to work and live. However, when it comes to race relations, Starbucks needs to fix issues internally before promoting positive race relations externally. In fact, we REFUSED TO TAKE PART IN ANY OF THOSE PROMOTIONS.

→ by: a customer
Upon hire, I was bluntly told that it would be hard to be promoted because "I don't meet the criteria". I was called "spook" by the general manager's friend who's a regular customer.

2011 ← I was interviewed 3 times by 2 managers with my resume, as if I am being interviewed as a manager. Debbie Frey (GM) and Mariah (GM at another store).
Because of my managerial experience that is listed on the resume, I assumed I would be given an opportunity to grow like everyone else. Then CP interviewed 2 time with Deb.

I have worked hard to increase customer volume and sales using excellent customer service and skills. This can be verified by checking out the history of that operation. 2013 → LAST TIME

While employed there, I have applied for different management positions but was not offered anything. → position, approx date: SHIFT, ASST. MGR
I would have known something if I was evaluated. But that is not being done. As a matter of fact, I believe I was evaluated once. My pay doesn't pay my bills. I have to make money on the outside of Starbucks, which is very unfortunate. → when was last perf eval? Ans: 2011 (BECAUSE I DEMANDED IT)

In 2012, I gave up on applying for management in this area because of the consistent unfairness and discrimination. I decided to get back into management; therefore, I applied for other jobs. This upset my GM. She cut my hours to 8-11 hours per week. I reported this to the HR department. She was upset because I reported it.

NOT
Clear

→ when? Ans: ABL MGT. 2012
I ended up quitting that job. But she only gave me 25 hours. I accepted a job as a restaurant manager at Hardees and went through the same treatment as before! So I told her that I will not change my availability. However, this caused my other boss to be upset. I ended up losing my job because of this conflict. → 5A.M. to 10A.M. avail → boss at Hardees → Debbie

1/2013
I decided to just go back to college and take advantage of the tuition reimbursement and business programs. I figured this will help me increase the chances to grow in the company. It didn't.

2015 → what year? Ans: DAVID PRIESTLEY → who? Ans: Debbie
A regular customer offered me a job in April. This job was a great opportunity for me to gain administration skills in an office setting. I had to change my availability. I asked her if I change my availability, will it be possible to keep at least 20 hours per week to keep my benefits. She said yes. After changing my availability, there were lots of hostility because I had to leave at 8am.

→ 5-8
4/11/15

→ for example: mean attitude

throwing pitchers in sink
throwing boxes aggressively while
I'm pouring coffee - Burnt my hand
I'll ask for help and will not get it.

One shift manager, Martha Hammer is a shift manager that was really obviously upset about the availability and leaving at 8. She had plenty of help. It was just the hostility towards me because I left at 8am. *→ when I asked Martha for help, she bluntly said NO.*

→ 2015 and
In May, a customer, Martha, and another barista were discussing the new mobile service. They told the customer that they can only use the iPhone to order. I continued taking orders at the register.

→ Shift Mgr.
While I was walking to get coffee, Martha stopped me and said I was just telling Brett (the other barista) "The white man is the iPhone, and everyone else is everything else."

I was stunned, shocked, then angry and sad. I told Laura, another shift manager. Laura asked her about it. She told Martha that was inappropriate. Martha was upset that I told her.

Before leaving, I ordered my partner beverage. Martha was picking her nose and cleaning her eyes over my drink WHILE OTHER CUSTOMERS WERE THERE! I bluntly asked her not to do that and she ran to the back of the store. Not only was this embarrassing, it was disgusting. Then she had the audacity to hand me the iced venti Americano to drink! I took it to another store and explained to them what happened and another shift manager replaced my drink.

→ what did you say? ANS: what Martha did. Debbie told her not to call her anymore or things like this which she is "off"
I called Debbie, the general manager, and told her what happened. I'm not sure if there were counselling done or not, but I was upset.

→ when? Saturday in June 2015 or July
Shortly after that, Debbie and I opened the store together. She was acting very strange to me. She was throwing pitchers, talking mean, and just be sarcastic. I asked her what was wrong because she was making me nervous. I even dropped 2 cups of coffee nervously.

I walked to the back and asked her what the problem was. She didn't tell me. She was just rude. Brett came in and asked what was the problem. I couldn't tell her anything. Debbie was throwing things and talking mean to me the whole shift. I called HR and reported it in case something happened, there would be documentation.

Examples use NASTY tone

→ BRETT; CORY; ALEX; ASHLEY, LAURA
I asked everyone what was going on and why was Debbie so upset. I told Ashley, a shift manager what happened. I asked her why is there a problem working another job when there are no opportunities here for me. I told her that I was told her that sometimes I feel like I'm not given the equal opportunities to become a manager because I'm black. But, I still come to work and do what I have to do.

title: Shift mgr.
Ashley said, "Every Black manager we have had was caught stealing". Which, specifies the reason why I'm not offered an opportunity for growth is because I am black. That hurt a lot! AFTER ALMOST FIVE YEARS AND 20 YEARS RESTAURANT/RETAIL MANAGEMENT EXPERIENCE, I HAVE JUST LEARNED I'M WASTING MY TIME!

→ Debbie → Debbie's
I told the gm and her response was "how inappropriate," but, she didn't talk to the shift manager. I told another shift manager, and that shift manager discussed this issue with her.

→ to the Martha incident (above)
June 2015
I REPORTED THIS TO HR. EMILY WAS INVESTIGATING. While investigating, HR was reporting things to the District Manager, my General Manager's friend. Instead of meeting with me, they mocked me, laughed about it to each other and made my workplace a living hell to work in. The general manager even told

my LOR

CP said she would even call HR crying at time

Ashley comment - Martha comment - everything written here to her (CP) not helping her (CP) when CP asked for help

CP said she started calling HR @ how Debbie treating her since April 2015 when she CCP started leaving work at 8:00A.m. acting mean

Debbie told customers that she (Debbie) was under investigation employees her friends. Her friends started treating me badly. One of them, Burten, snapped on me about his app on his phone as if I was the reason why he lost an award. Laura had to handle him to stop him.

CP said she heard Debbie tell co-workers.

I was on REGISTER 1 and three transactions cashed out. I was told the DM can dial into our system and watch transactions being made. But I hope there is not that much hostility to cash out transactions to make my drawer short to give them a reason to fire me.

→ Shift mgr. I told Laura. She voided those transactions. I rang up the transactions using their cards to pay. → and ask Laura to document it → Debbie → Diamond (Bik), Brett (Wle), (Adriana (Bik)) This behavior by managers influenced the other baristas to treat me the same way. One black employee told me that a fellow barista used the term "niggerish" to her. In addition, she claimed was asked what does certain "urban words" mean. And was offended by the bias. I don't know if she was asked to tell me this to upset me more or did this actually happen. But this is the type of operation going on currently.

CP said customers ask her how long with Debbie be tender here for investigation and when will Debbie be coming back. When was this?

This crisis was discussed by DM and GM with everyone but me! When customers know about my HR ISSUES, THERE IS A PROBLEM!! NO LONGER HAVE MY BENEFITS.

Q When Debbie Return?
A Not Sure. Believe it is the same month
Debbie cut her hrs from 20 hrs (required for benefit) to 16 hrs per week. Then sent her home early so don't get her hours. before 8AM

A: July 2015
When Debbie was out.

Who in HR spoke with:
Emily LNU - In Ethics and Compliance
" Told her (CP) that she was investigating.

CP said Angie, District mgr (DM) are friends. And she told Emily thus. CP said Angie has never contacted her (CP) to see what is going on, she only contacted Debbie.

any additional comments from Debbie?
A: NO
When last time?
A: None really.
Do I ever talk to each other

How many hours a week in Oct. 2015?
20 to 22 hrs.

So getting benefits?
She has to check because it goes quarterly she

Q. When hours cut?

A. June / July 2015 thru Sept 2015
CP hours cut / Send me home.
CP said on paper it would show CP at work until 8A.M but they would send her home before 8 so she would get hours less than 20 hours.

Q: What are you current hours?
ANS: ~~At~~ Tu, Th, Fri - 5A - 10A. weekends 5:30A. to 11:30A.
Q when started alone hours?
A: About Oct 1, 2015

Benefits include
- Insurance
- Health
- Dental.

February 19, 2016

ALL INFORMATION PROVIDED HEREIN SHALL REMAIN CONFIDENTIAL

VIA U.S. MAIL & FAX - (336) 547-4032

Arlene Glover, Investigator
U.S. Equal Employment Opportunity Commission
Greensboro Local Office
2303 West Meadowview Road, Suite 201
Greensboro, North Carolina 27407

Re: Hope T. Brown vs. Starbucks Corporation d/b/a Starbucks Coffee Company¹
Charge No.: 435-2016-00081

Dear Ms. Glover:

This letter and the attached documentation constitute Starbucks Corporation d/b/a Starbucks Coffee Company's ("Starbucks") initial Statement of Position in response to the above-referenced Charge of Discrimination ("Charge") filed by Hope T. Brown². In her Charge, Ms. Brown, a former hourly retail partner,³ erroneously alleges that Starbucks

¹Charging Party improperly identifies "STARBUCKS" as the Respondent in this matter. The appropriate Respondent in this matter is Starbucks Corporation d/b/a Starbucks Coffee Company, which is the operating entity for Store # 8696. Starbucks Corporation d/b/a Starbucks Coffee Company respectfully requests that the Charge be amended to reflect the appropriate Respondent.

² The information and accompanying documentation contained herein, and that which may be submitted hereafter, is strictly confidential and not to be used for any purpose other than the resolution of the current Charge or disseminated to any person without Starbucks prior written approval. See 42 U.S.C. §§ 2000e-5(b); 2000e-8(e); 29 C.F.R. §§ 1601.22, 1601.26; and 56 Fed. Reg. 10847. In addition, this response is based upon our understanding of the facts and the information reviewed thus far. Although there has not been an opportunity for formal discovery or a complete formal investigation, this response is submitted for the purpose of aiding the agency in its investigation and facilitating the informal resolution of these matters. This response, while believed to be accurate, does not constitute an affidavit or binding statement of Starbucks legal position, nor is it intended to be used as evidence of any kind in any administrative or court proceeding in connection with Charging Party's allegations. Because additional facts likely would be uncovered through discovery or following a full investigation, Starbucks in no way waives its right to present new or additional information at a later date, for substance or clarification. Moreover, by responding to this Charge, Starbucks does not waive, and hereby preserves, any and all substantive and procedural defenses that may exist to the Charge and Charging Party's allegations. Starbucks requests that any efforts to contact its current or former managers be directed through its counsel.

³ Starbucks employees are referred to as "partners," which reflects the sharing of responsibilities and the collaborative effort expected. Partners agree to "embrace diversity to create a place where each of [them] can

discriminated against her on the basis of her race and retaliated against her. Starbucks vigorously denies that it discriminated against Ms. Brown because of her race or otherwise retaliated against her for any other unlawful reason. Ms. Brown is no longer employed by Starbucks because she voluntarily resigned in order to accept another position. For the reasons set forth below, Starbucks respectfully requests that the Commission dismiss the Charge in its entirety with a finding of no probable cause.

I. FACTUAL BACKGROUND

A. Relevant Policies and Procedures

Starbucks has a steadfast commitment to certain core values and principles. These include providing an environment where all partners are treated with respect and dignity and embracing diversity to create a place where partners can be themselves. As an equal opportunity employer, Starbucks does not tolerate discrimination or harassment on the basis of any legally-protected status. *See* Exhibit 1 at 4 and 24.

Starbucks adheres to an Anti-Harassment and Discrimination policy. This zero tolerance policy prohibits discrimination and harassment directed at any Starbucks partner, vendor, or customer. Moreover, the policy strictly prohibits retaliation for making internal complaints of perceived discrimination or harassment, filing a complaint of discrimination or harassment with a court or government agency, or cooperating in an investigation of alleged discrimination or harassment. The policy also sets forth options for reporting perceived discrimination or harassment. *Id.* at 24-26.

Starbucks depends on its partners to ensure that its principles are upheld in every facet of its business. In that regard, it provides several resources for partners to communicate any concerns, to provide input on business practices, and to report matters that fail to uphold the Company's legal, ethical and moral objectives. Starbucks encourages partners to discuss issues with their store manager, district manager, or a partner resources team member. Retail partners can also contact Starbucks Partner Resources Support Center ("PRSC"), a call center that provides partner resources services.⁴ The Ethics and Compliance "Helpline" is a further resource for all partners who wish to report concerns regarding their work place. *Id.* at 36-38.

Starbucks makes every effort to provide partners with work schedules that meet their needs and the needs of the business. A partner's scheduled hours of work are based on many factors, such as business needs, the store's hours of operation and the availability, skill level and position of each partner in the store. Partners may also be invited to leave

be [them]selves," to "always treat each other with respect and dignity," and to "hold each other to that standard." *See* Exhibit 1 at 4.

⁴ The Starbucks human resources department is referred to as "Partner Resources."

early on days when business is slower than expected. There is no assurance or guarantee that any hourly partner will receive the hours desired or a minimum or maximum number of hours. *Id.* at 13.

Starbucks offers flexible health care benefits to eligible full-time and part-time store partners. Partners maintain eligibility for benefits by remaining actively employed and by being paid a minimum of 520 hours during a 6-month period that is determined on January 6 and July 6 of each calendar year. Exhibit 2 at 13-15.

B. Ms. Brown's Employment History

Ms. Brown began working at Starbucks on January 9, 2011, as a barista, an entry level position.⁵ Ms. Brown was hired by Deborah Frey, the store manager. Ms. Frey reports to Angela Underwood, the district manager. Ms. Brown was a part-time partner with limited availability. While working at Starbucks, Ms. Brown began attending school and secured a second job. As she took on those outside commitments, her availability to work at Starbucks decreased to only a few hours on three weekdays and limited availability on the weekends. Exhibit 3.

On July 11, 2015, an **anonymous** call was made to the Ethics and Compliance "Helpline" alleging Ms. Frey does not provide development opportunities and equal pay to African-American partners and that a shift supervisor⁶ in the store, Martha Hammer, had made an inappropriate comment that had a racial undertone. When asked for specifics, the anonymous caller explained the following had allegedly taken place in July 2015:

- Shift supervisor Martha Hammer stated "the iPhone is a white man. Anything else is everyone else. It is better and can do a lot more."
- Shift supervisor Martha Hammer makes black partners feel they are in competition with white partners. The caller declined to provide any more details or identify any specific partners.
- Black partners are not given opportunities to grow in the company and are paid less. The caller declined to provide any more details or identify any specific partners.
- Shift supervisor Martha Hammer picked her eyes and nose around the caller's drink.

⁵ A "barista" is a partner working in a retail position at Starbucks. Baristas are responsible for the preparation of hot and cold beverages, cash register transactions, and excellent customer service. See Exhibit 1 at 11.

⁶ A "shift supervisor" performs all the duties of a barista, as well as having additional duties relative to the opening and closing of the store and cash handling responsibilities. It is not a "supervisory" position, in that partners in the shift supervisor role have no authority to hire, fire, issue disciplinary action, write performance reviews, promote, demote or perform any other supervisory or managerial task. See Exhibit 1 at 11.

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- Shift supervisor Martha Hammer does not wash her hands and got mad when the caller reported this to Ms. Frey.
- Ms. Frey told the caller not to call her on her day off.
- Ms. Frey does not communicate well with the caller.
- Ms. Frey has cut caller's hours so caller cannot sign up for benefits.

The anonymous caller identified Ms. Brown as a witness and no one else. Starbucks took the call seriously, opened an investigation, and assigned a Business Ethics and Compliance (BEC) Investigator to investigate the concerns.

While the BEC investigation was ongoing, Ms. Brown called PRSC on July 21, 2015, and identified herself as the anonymous caller and stated that she wanted the BEC investigation to stop immediately. Ms. Brown expressed that she felt she was being retaliated against because of the anonymous call. When asked for specifics with respect to the purported retaliation, Ms. Brown explained that after she made the call, she was no longer eligible for benefits because she had not worked at least 20 hours a week. Ms. Brown did admit that Ms. Frey had offered her the option to transfer to another store or pick up additional hours to keep her benefits, but Ms. Brown refused to do so. Ms. Brown also claimed that racial comments had been made in the store, and provided the following information:

- A customer asked Ms. Brown about a mobile order and pay and Ms. Brown mentioned that Starbucks only had that option for the iPhone right now, but is likely going to roll out the option for the Android soon. A shift supervisor allegedly stated: "iPhone is the white man, and everyone else has Androids."
- There is talk at work about the confederate flag and some partners said, "I don't see what the problem is, it's just history, blah blah blah." Ms. Brown does not think it is appropriate to talk about the flag at work.

When PRSC followed up with Ms. Brown in an effort to speak with her about the allegations and her request to stop the BEC investigation, Ms. Brown refused to cooperate. Ms. Brown reiterated that she wanted her complaint dropped and that she did not want any assistance from Starbucks. When questioned about her concern of alleged racial comments, Ms. Brown responded that this is "North Carolina, racism happens here." Ms. Brown also stated that any alleged "racial comments or treatment have been forgiven" and Ms. Brown insisted that she wanted the matter closed. PRSC assured Ms. Brown that Starbucks prohibits retaliation and reviewed the anti-retaliation policy with her. Ms. Brown again reiterated that she wanted the matter dropped and again asked that PRSC contact BEC to stop the investigation.

Approximately two months later, on September 21, 2015, Ms. Brown called the helpline again and alleged retaliation and a concern for her safety and that of her children.

When asked for specifics about the concerns, Ms. Brown explained that someone had called her phone and would not say anything when she answered, but that she could hear someone breathing on the other end. Ms. Brown also explained that a customer told Ms. Brown during a conversation that the customer knew Ms. Brown's daughter lived in California. Ms. Brown insisted that she has not shared with any customer that her daughter lives in California. Ms. Brown questioned how the customer would know that information. Starbucks took the complaint seriously and provided Ms. Brown with information about ensuring safety and security at work and at home. BEC also immediately opened another investigation and followed up with Ms. Brown. When Ms. Brown was contacted for follow up, Ms. Brown explained that she had spoken with Ms. Frey and that Ms. Brown no longer felt that any retaliation was involved. Ms. Brown explained that she did not have any worries about her safety or the safety of her children. Ms. Brown requested that the new matter BEC had opened also be closed.

A few weeks later, Ms. Brown gave a written note of resignation stating her last day was November 29. Exhibit 4. Ms. Brown informed Ms. Frey that she had a new job in the Thomasville area but indicated she would work a two week notice as she had already been scheduled to work. The next day, Ms. Brown said she would not work her notice and she voluntarily resigned. Ms. Brown was separated from employment effective November 14, 2015.

II. STARBUCKS DID NOT DISCRIMINATE OR RETALIATE AGAINST MS. BROWN

In her Charge, Ms. Brown makes various allegations of different incidents at work that she contends support a claim of discrimination and retaliation. Ms. Brown's sworn Charge testimony is incomplete, misleading, and demonstrates that she is not credible. What is more, Ms. Brown's claim fails as a matter of law for a multitude of reasons.

First, Starbucks is an EEO employer that empowers its partners and depends on them to ensure that its principles are upheld. In that regard, Starbucks has a well-publicized Anti-Harassment and Discrimination policy, which clearly prohibits discrimination and retaliation and provides avenues for partners to voice complaints. Ms. Brown, who was familiar with the policy, was able to report her concerns and have such concerns investigated. Importantly, Ms. Brown refused to cooperate in the investigation process after she complained. Ms. Brown specifically requested more than one investigation be closed.

Second, Ms. Brown contends in her Charge that she applied for management positions but was not selected. Starbucks has no record of Ms. Brown applying for any open management positions within the time frame covered by the Charge.

Third, Ms. Brown alleges that Ms. Frey and an unidentified shift supervisor were "hostile" when Ms. Brown's admitted availability was only to 5:00 a.m. to 8:00 a.m. on three

weekdays, was not available at all on two weekdays (Monday and Wednesday), and had limited availability on the weekends. Starbucks denies that Ms. Frey or any shift supervisor⁷ was hostile in any way towards Ms. Brown because of her limited availability for work or any other reason. In fact, Ms. Brown herself at times would display a defensive or rude behavior when engaging with other partners and customers.

Fourth, Ms. Brown alleges that she reported to Ms. Frey in May 2015 that a shift supervisor purportedly made a "racial[ly] derogatory comment." Starbucks denies this allegation. Ms. Frey does recall that Ms. Brown told her at one point during her employment that someone had purportedly used the "n" word in a text message to Ms. Brown. When Ms. Frey asked for specifics, Ms. Brown would not tell Ms. Frey who sent the text to her – whether it was another partner, a customer, or someone else – or provide any other specifics. Given Ms. Brown's failure to provide details, Ms. Frey could not investigate. Starbucks specifically denies that Ms. Frey began speaking to Ms. Brown in "nasty tones, throwing things and so forth."

Fifth, Ms. Brown alleges that the number of hours she worked per week was less than 20 hours in the June to September 2015 time frame. Under Starbucks policy, partners are not guaranteed hours or set schedules. Partners fill out a "Partner Availability Form" listing availability and Starbucks makes every effort to provide the partner with a work schedule that meets the partner's need as well as the needs of the business. During the time Ms. Brown worked at Starbucks Ms. Brown changed her availability to work because of outside commitments with a second job, school, and an internship. See Exhibit 3. Any reduction in her hours was attributable to her reduced availability, and nothing more. Ms. Brown, like any other partner, was advised that while Starbucks will try to work within her scheduling needs, her limited availability restricts the times that she is available for scheduled shifts that also will meet business needs. Ms. Brown continued to be placed on the schedule for hours that would meet her needs and the business needs. Exhibit 5. Ms. Brown, like any other partner, had the option to transfer to another store or pick up shifts at another store to work enough hours to maintain her benefits. Ms. Brown refused to do so.

Sixth, Starbucks offers flexible health care benefits to eligible full-time and part-time store partners. Effective January 6, 2015, the process for measuring ongoing benefits eligibility for partners changed from quarterly audits to semi-annual (2 times annually). To maintain benefits eligibility, a partner must be paid a minimum of 520 hours during each six-month measurement period with audits conducted on January 6 and July 6 to determine if a partner has been paid the 520 hours needed to maintain eligibility for benefits. Eligibility is based on a semi-annual calculation, not a specific work week as Ms. Brown suggests. Ms. Brown, like any other partner, had the ability to track the hours she was working in a semi-annual time period and ensure that she had enough hours worked to

⁷ Two shift supervisors work at this particular store.

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maintain benefits. If Ms. Brown saw that she was not going to meet the minimum of 520 hours during a semi-annual period, she had the option to transfer to another store or pick up shifts at another store to work enough hours to maintain her benefits. Again, Ms. Brown admittedly refused to do so.

Seventh, Starbucks has no knowledge of any investigation of Ms. Brown and has not conducted any investigation of Ms. Brown. The only investigations that were conducted were those by Starbucks in response to specific concerns initially raised by Ms. Brown but that Ms. Brown subsequently withdrew. Starbucks denies that Ms. Frey informed partners or customers that Ms. Brown was under investigation, as alleged in the Charge.

Eighth, with respect to "discrimination," Starbucks has no information about Ms. Brown being discriminated against because of her race. Ms. Brown reported a few vague allegations but would not cooperate in providing any specific details. The alleged iPhone comment, a purported discussion of the confederate flag in a historical context, and alleged use of the "n" word by some unidentified person at some unidentified time, are not sufficient as a matter of law to create a hostile work environment or otherwise support a discrimination claim.

Finally, with respect to "retaliation," Ms. Brown refused to cooperate in Starbucks investigation into her allegations. When Starbucks followed up with Ms. Brown, she repeatedly denied that any retaliation had occurred. As explained above, Ms. Brown had limited availability and Starbucks worked within that limited availability to provide her with hours that would meet her scheduling needs and also the needs of the business. With respect to the loss of benefits, Ms. Brown had the opportunity to work hours to keep her benefits in place. Ms. Brown voluntarily refused to modify her availability to work at the current store, and she voluntarily refused to transfer to another store or pick up shifts at another store. As such, it was Ms. Brown's own conduct that resulted in her not working the requisite hours to maintain benefits.

III. CONCLUSION

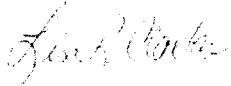
In view of the circumstances and the documentation provided, Starbucks respectfully submits that the Commission should dismiss this Charge in its entirety with a finding of no probable cause.

Please feel free to contact me if you have any questions.

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Sincerely,

LITTLER MENDELSON, P.C.



Lisa Claxton
415.276.2536 direct
415.520.5420 fax
LClaxton@littler.com

LRC/cw

Enclosures (via U.S. Mail)

cc: Jeffrey B. Jones

EXHIBIT 1

Partner Guide

A Guide to Your Partner Experience
U.S. Store Edition

STARBUCKS®



Important Notice

The information contained in this guide is designed to provide store partners with an overview of Starbucks employment policies. All statements are intended as general in nature.

This guide is not a contract of employment. Starbucks reserves the right to make changes, additions or deletions to the guide at any time, with or without notice. Additionally, nothing in this guide should be construed as a promise or guarantee of employment or specific treatment in a specific situation. Starbucks reserves the right to terminate a partner's employment at any time, with or without notice.

The policies contained have been adopted with the intent to comply fully with all applicable laws governing employment practices and procedures in each of the various states where Starbucks does business. Nonetheless, if any policy contained in this guide conflicts in any way with federal, state or local law, it is Starbucks intent to comply fully with the applicable law.

Questions about this guide may be directed to your manager or the Partner Resources Support Center (PRSC). The PRSC can be reached through the Partner Contact Center at (866) 504-7368, Option 5.

Multi-state Compliance

The various states and locales where Starbucks conducts its business have enacted a multitude of laws that govern Starbucks workplace and the employment of its partners. These laws have been considered in the development of Starbucks personnel policies. Even so, if Starbucks policy is inconsistent with any law, the law will govern.

Starbucks Is an Equal Employment Opportunity Employer

Starbucks is an equal employment opportunity employer. All partners will be treated fairly, without regard to race, color, religion, sex, national origin, age, disability, sexual orientation, marital status, veteran status, gender identity and expression, genetic information or on any other basis protected by local, state or federal law. This policy applies with regard to all aspects of one's employment, including hiring, transfer, promotion, compensation, eligibility for benefits, and termination.

At-Will Employment

Each partner's employment with Starbucks Coffee Company is "at will." This means that either Starbucks or the partner may terminate the employment relationship at any time, with or without notice. The only exception to this policy would be a written contract of employment, signed by the partner and Starbucks chief executive officer, president, executive vice president or senior vice president.

Our Starbucks Mission

To inspire and nurture the human spirit—one person, one cup, and one neighborhood at a time.

Here are the principles of how we live that every day:

Our Coffee

It has always been, and will always be, about quality. We're passionate about ethically sourcing the finest coffee beans, roasting them with great care, and improving the lives of people who grow them. We care deeply about all of this; our work is never done.

Our Partners

We're called partners, because it's not just a job, it's our passion. Together, we embrace diversity to create a place where each of us can be ourselves. We always treat each other with respect and dignity. And we hold each other to that standard.

Our Customers

When we are fully engaged, we connect with, laugh with, and uplift the lives of our customers—even if just for a few moments. Sure, it starts with the promise of a perfectly made beverage, but our work goes far beyond that. It's really about human connection.

Employment

Starbucks employs store partners in the following positions:

Café attendant: A café attendant contributes to the store's overall operation by cleaning and performing some maintenance tasks. Generally employed only in high-volume stores or during peak seasons, a café attendant generally works fewer than 40 hours per week.

Barista: A barista is responsible for preparation of hot and cold beverages, cash register transactions, store cleanliness, product merchandising and excellent customer service. A barista generally works fewer than 40 hours per week.

Shift supervisor: A shift supervisor performs all the duties of a barista, as well as helping guide the work of others and assisting with ordering and accounting. A shift supervisor is required to be at least 18 years of age. A shift supervisor generally works fewer than 40 hours per week.

Assistant store manager: An assistant store manager assists the store manager with general operations. An assistant store manager is considered full-time and is generally scheduled to work at least 40 hours each week.

Store manager: The store manager is ultimately in charge of all store operations and directs the work of the assistant store manager(s), shift supervisors and baristas. The store manager is responsible for personnel decisions, scheduling, payroll and fiscal decisions. A store manager is considered full-time and is generally scheduled to work at least 40 hours each week.

Exempt or Nonexempt?

Starbucks classifies jobs into two categories: exempt and nonexempt. Nonexempt jobs are eligible for overtime pay consistent with federal, state and local wage and hour laws.

Nonexempt café attendants, baristas and shift supervisors are paid an hourly rate of pay based on actual hours worked. These partners receive daily (where applicable) and weekly overtime pay.

Nonexempt assistant store managers, California store managers and retail management trainees (RMTs) are paid on a salaried basis, which means they earn the same weekly salary for all hours worked up to 40, but also receive overtime pay for all hours worked during the workweek in excess of 40. Salaried nonexempt partners may also be entitled to daily overtime pay, where applicable.

Store managers are exempt (except in California) and are paid on a salaried basis. This means they earn the same weekly salary regardless of the actual number of hours worked. Exempt store managers are not eligible for daily or weekly overtime pay.

A store manager or assistant store manager who seeks a transfer to a different store must also be currently performing at a "Meets Expectations" level or higher and should have completed one year in his or her current position. To request a transfer, the partner should talk to his or her district manager at least 90 days prior to the requested transfer date, and work with the district manager to obtain additional information about transfers and to complete and submit the required paperwork for approvals.

At all times, Starbucks retains sole discretion in determining whether a partner will be transferred.

Hours of Work

A partner's hours of work are largely dependent on the store's business needs and the partner's availability.

An hourly partner will be asked to provide a schedule of the days and hours that he or she is available to work. With this information and that of fellow partners, the store manager will create a weekly work schedule for the store, focusing on creating stable shifts, improving teamwork and enhancing connections with customers. A partner's scheduled hours of work will be based on many factors, such as business needs, the store's hours of operation and the availability, skill level and position of each partner in the store. There is no assurance or guarantee that any hourly partner will receive the hours desired, the same schedule each week or a minimum or maximum number of hours.

Partners will be expected to make themselves available for work for a minimum number of days or hours each week. The inability or failure to increase one's availability to work may result in separation of employment.

From time to time, a partner will also be expected to report to work for events such as promotions, store meetings or inventory at times that may fall outside the partner's days or hours of availability.

Assistant store managers and store managers are expected to be fully committed to the operations of their store. These positions are considered full-time and generally require at least 40 hours of work each week.

Working Additional Hours

Hourly or salaried partners in nonexempt jobs will be paid for all hours worked, including overtime where required by law. Overtime is considered hours worked in excess of 40 per week, or could include hours worked in excess of eight per day, where defined by state law. Partners in nonexempt jobs are required to obtain advance approval from a manager before working any daily or weekly overtime hours.

Salaried exempt managers are expected to work all hours necessary to meet the job objectives and responsibilities. No extra payment will be made for additional work.

Rest and Meal Breaks

Regular breaks during the day provide partners with the energy and outlook our customers enjoy. All nonexempt partners (café attendants, baristas, shift supervisors,

permitted by state and local law. Starbucks reserves the right to deal with each case in its discretion, in accord with the specific circumstances involved. This may include requiring the partner to participate in, and satisfactorily complete, a treatment program.

A partner who has a problem with drugs or alcohol is encouraged to speak with his or her manager so that Starbucks can assist the partner in obtaining help.

Employment of Relatives

In order to avoid problems with security, supervision or conflicts of interest, certain restrictions apply regarding the employment of a partner's relative.

Starbucks prohibits the employment of relatives in situations where one relative directly or indirectly supervises the work of the other or where one is responsible for auditing the work of the other. Furthermore, a partner will not be placed in a position where he or she may work with or have access to sensitive information regarding a relative or where the placement of the two related partners may pose an actual or apparent conflict of interest.

For purposes of this policy, a relative or family member will be construed broadly and will include a domestic partner.

As an example, a store manager or assistant store manager will not be permitted to employ any relative to work in the same store. If a situation arises that conflicts with this policy, appropriate action will be taken, which may include a transfer or the termination of employment of one or both partners.

Gifts and Entertainment

Starbucks is committed to assuring that our business relationships remain professional and appropriate, and that partners are supported in maintaining independent judgment and making objective business decisions. Giving or accepting valuable gifts or entertainment might be construed as an improper attempt to influence a business relationship.

Accepting personal gifts of any kind is discouraged. A gift of money should never be given or accepted. Instead, partners should advise any customers offering cash gifts that they can only be accepted as tips that will be shared with eligible store partners. For more information, please refer to *Starbucks Standards of Business Conduct*.

Harassment and Discrimination Prohibited

Starbucks strictly prohibits discrimination, sexual harassment or harassment on the basis of race, color, sex, national origin, religion, sexual orientation, gender expression, physical or mental disability, age, marital status, veteran status or any other characteristic protected by law.

This prohibition applies to all partners, vendors or customers. No partner is expected to tolerate any conduct prohibited by this policy from anyone while at work or while engaged in company business.

Sexual harassment defined: Sexual harassment prohibited by this policy includes any unwanted sexual advances, requests for sexual favors or visual, verbal or physical conduct of a sexual nature when:

- Submission to or rejection of such conduct is used as a basis for employment decisions affecting the partner; or
- Such conduct has the purpose or effect of unreasonably interfering with a partner's work performance or creating an intimidating, hostile or offensive working environment.

The following is a partial list of conduct that would be considered sexual harassment:

- Unwanted sexual advances or propositions.
- Offering employment benefits in exchange for sexual favors.
- Leering, making sexual gestures, displaying sexually suggestive objects or pictures, cartoons, calendars or posters.
- Making or using derogatory comments, comments about a partner's body or dress, slurs, epithets or sexually suggestive jokes.
- Written communications of a sexual nature distributed in hard copy or via a computer network, suggestive or obscene letters, notes or invitations.
- Physical conduct such as unwanted touching, assault, impeding or blocking movements.
- Making or threatening retaliation after a negative response to sexual advances or for reporting or threatening to report sexual harassment.

Sexual harassment can occur between Starbucks partners of the same or opposite sex. It is unlawful for a male to sexually harass either females or males, or for a female to sexually harass either males or females.

In addition to the conduct highlighted above, Starbucks also prohibits acts of harassment that include, but are not limited to, the following:

- Threats, degrading comments, epithets or slurs.
- Derogatory posters, photographs, cartoons, drawings or gestures.
- Written communications that could offend individuals in a particular group, such as references to racial or ethnic stereotypes or caricatures.
- Making or threatening retaliation for reporting or threatening to report harassment, or for participation in an investigation of a harassment complaint.

Complaint Procedure: A partner who believes he or she has been subjected to behavior prohibited by this policy should make his or her feelings known to the offending partner, if comfortable doing so. The partner must also immediately report the offensive behavior, preferably in writing, to his or her store manager, district manager or the Partner Resources Support Center at (866) 504-7368, Option 5.

If any partner becomes aware of harassing conduct engaged in or endured by a Starbucks partner, regardless of whether such harassment directly affects that

partner, the partner should immediately report that information, preferably in writing, to the appropriate manager as indicated above.

Investigation and discipline: When Starbucks is made aware of a situation that may violate this policy, an immediate, thorough and objective investigation will be undertaken. Starbucks will protect the confidentiality of those involved to the extent possible, consistent with the need to investigate and resolve the complaint.

Appropriate action will be taken against any partner found to have engaged in prohibited harassment to ensure that the conduct will not reoccur. Appropriate action will be taken against any partner who makes a report of harassment in bad faith. A partner found in violation of this policy may be subject to corrective action, up to and including termination of employment. The type of corrective action taken will depend on the severity of the conduct, as well as any other factors presented.

Starbucks strictly prohibits any form of retaliation against any partner for reporting harassment in good faith, for using this Complaint Procedure or for filing, testifying, assisting or participating in any matter in any investigation.

Starbucks will not tolerate any behavior prohibited by this policy and does not consider such behavior within the course and scope of employment, nor is such conduct authorized by Starbucks. Partners, including managers, may be held personally liable for actions that violate this policy.

As a Starbucks partner, it is your responsibility to:

1. **Treat others with respect and dignity; maintain a professional workplace.**
2. **Understand Starbucks Anti-Harassment Standard, including the Complaint Procedure.**
3. **Take immediate steps to end the offensive behavior by requesting that it stop, if comfortable doing so.**
4. **Immediately report your concerns to your manager or Partner Resources contact.**
5. **Apologize if you have offended someone.**

Retaliation Prohibited

Starbucks strictly prohibits retaliation against any partner who, in good faith, reports potential violations of Starbucks Equal Employment Opportunity (EEO) Policy, Anti-Retaliation Standard, Standards of Business Conduct and/or any other Starbucks policies or applicable laws. Retaliation is prohibited against any partner who raises concerns or questions regarding a potential violation of any Starbucks policy or applicable law that he or she reasonably believes to have occurred, or for testifying, assisting or participating in any manner in any investigation, regardless of the outcome of the investigation.

Starbucks partners are also prohibited from retaliating against job applicants or former partners who have reported potential violations or who have participated in an investigation, whether the potential violation occurred at Starbucks or with another employer.

How We Communicate

Starbucks reputation for integrity flows from our steadfast commitment to our core values and principles found in Our Starbucks Mission: *To inspire and nurture the human spirit—one person, one cup, and one neighborhood at a time.* Starbucks values its partners and depends on them to fulfill Our Starbucks Mission.

Several resources are available to help partners communicate their concerns, provide input about our business practices and report matters that fail to uphold the company's legal, ethical and moral objectives.

Partner Communication with Manager

Starbucks has created a vital learning community for the sharing of talents, skills, knowledge and personal qualities. We strive to enrich our understanding and culture by focusing on a shared mission and value system. The essence of management development and training is supported by Starbucks acknowledgment that our managers and partners are the company's finest assets.

The most important working relationship a partner will have at Starbucks is the one with his or her manager, who is there as support. To provide that support, managers need to know of any concerns or questions. Partners should talk with their manager if they have any questions, concerns or suggestions regarding their position or responsibilities.

Partners who need to contact the manager during non-working hours should call the manager to talk directly rather than sending a text message.

If a partner's manager is unable to assist, questions may be referred to the district manager (or for store managers, the regional director) or the Partner Resources Support Center at (866) 504-7368, Option 5.

Conflict Resolution

Starbucks endorses an atmosphere of mutual respect and support. If a partner experiences a disagreement or conflict with another partner, the partner should first discuss the problem with the other partner and make every effort to resolve it in a respectful manner. If unsuccessful, the partner should seek manager assistance in resolving the matter respectfully and professionally.

The following chart is provided as a reference guide when resolving disputes. Alternatively, partners may at any time report concerns or ask for guidance by calling the Starbucks Ethics and Compliance Helpline at (800) 611-7792 or via the Business Ethics and Compliance Webline (businessconduct.eaweblne.com).

Resolving Disputes

The partner discusses the conflict or problem directly with the **other partner**.



The partner discusses the matter with his or her **store manager**.



The partner discusses the matter with his or her **district manager**.



The partner discusses the matter with representative from the
Partner Resources Support Center.

Partner Resources Support Center

The Partner Resources Support Center (PRSC) serves as the primary Partner Resources contact for retail store partners within the U.S. The team is staffed with internal Partner Resources professionals and can be reached during normal business hours to discuss partner questions or concerns.

The PRSC can be reached through the Partner Contact Center (PCC) at (866) 504-7368, Option 5.

Mission Review

Mission Review encourages Starbucks partners throughout the company to express views on whether our policies and practices are consistent with Our Mission Statement. You may also submit a Mission Review by visiting the Culture Tab on the Store Portal or via starbucks.com/partners.

All comments received by the Mission Review team are forwarded to the partner(s) directly involved in the product or program or in making the very decision a specific comment addresses. While it is possible to make an anonymous submission, partners are encouraged to include their name and work location to ensure a direct response (usually within 20 business days).

Reports of comments (without names), along with the responses, are made accessible to executives and managers throughout the company to enhance their awareness of partner ideas, thoughts and concerns.



Starbucks Ethics and Compliance Helpline and Weblne

The Starbucks Ethics and Compliance Helpline and Ethics and Compliance Weblne have been established to answer partners' questions about legal or ethics issues at work, to clarify the Standards of Business Conduct and to provide partners yet another means for reporting any potential wrongdoing.

Matters reported through the Helpline and Weblne may include any form of harassment or discrimination; safety and security violations; violations of wage and hour laws; health code issues; situations involving illegal drugs, substance abuse, weapons or violence; or instances of improper conduct, just to name a few. Partners may remain anonymous when calling the Helpline or submitting a report via Weblne.

The Helpline, (800) 611-7792, is available 24 hours a day, seven days a week. The Weblne is also available 24 hours a day, seven days a week, at businessconduct.eaweblne.com.

All concerns reported through the Helpline or Weblne will be taken seriously and treated in a confidential manner. Starbucks does not tolerate retaliation against any partner who, in good faith, raises concerns or questions regarding a potential violation of Starbucks policy. For more information including asking for guidance and voicing concerns, please refer to *Starbucks Standard of Business Conduct*.

Emergency Communication Hotline

Starbucks has established an Emergency Communication Hotline: toll-free at (800) 923-BEAN or (800) 923-2326. Through the Hotline, a partner may receive local or regional information that may impact company operations, such as information about severe weather conditions and procedures during emergency situations. All partners are encouraged to use this emergency call-in number if they are unable to reach their store manager or district manager.

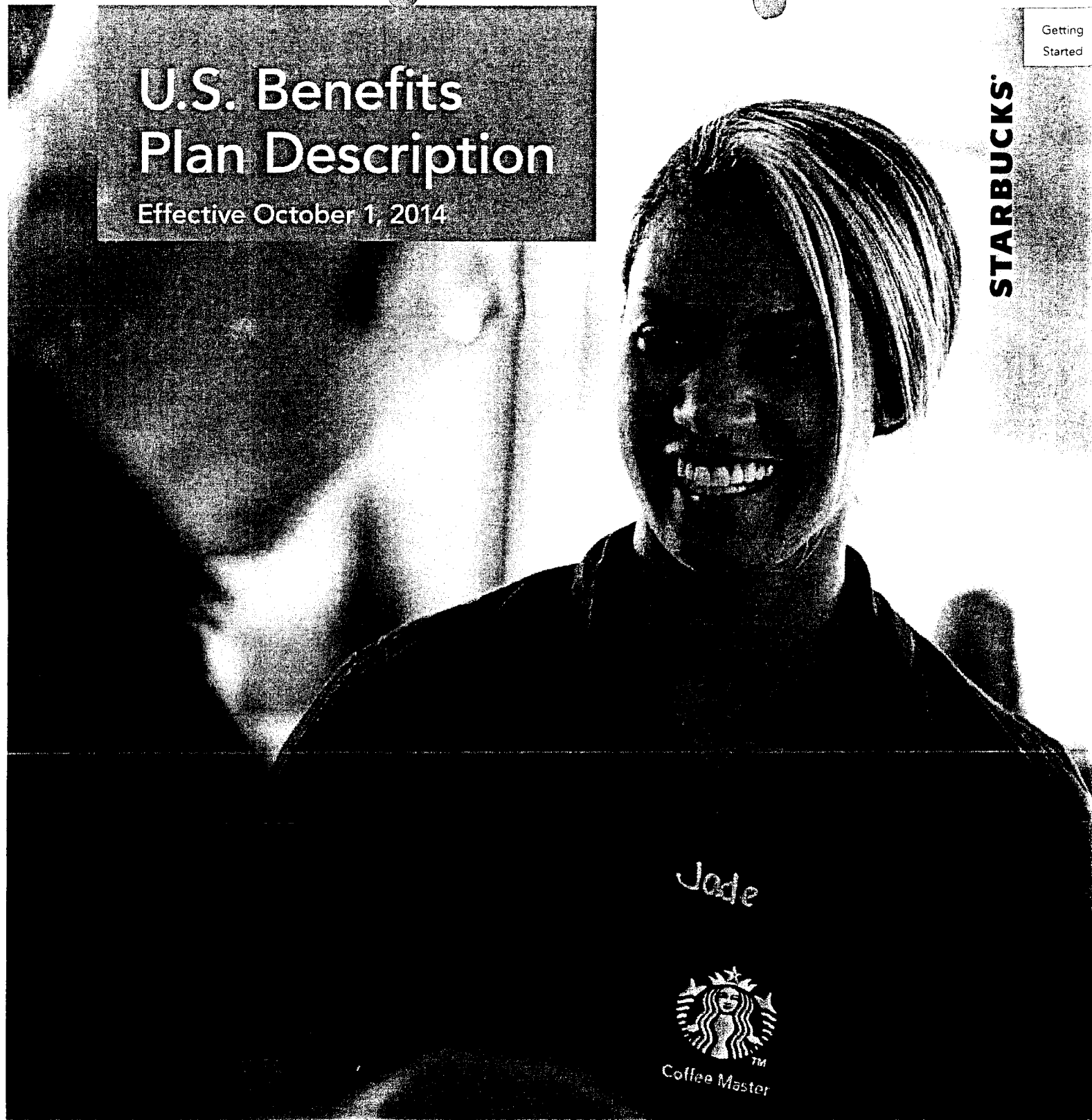
EXHIBIT 2

U.S. Benefits Plan Description

Effective October 1, 2014

Getting
Started

STARBUCKS®



Your guide to Starbucks health coverage, stock and savings plans, education benefits, time off benefits and more.

Ongoing benefits eligibility

Once you have established initial eligibility, you maintain your eligibility by remaining an active partner at Starbucks and meeting the minimum paid hours criteria. The approach for determining ongoing eligibility depends on where you work, the U.S. mainland or Hawaii. If you meet the ongoing benefits eligibility criteria, then your eligibility and coverage remain intact

Paid Hours For Ongoing Eligibility

Paid hours for *ongoing benefits eligibility* include the hours that you are paid on pay dates that occur between the first day of the measurement period, through the last day of the measurement period. It is important to remember that hours you work toward the end of a measurement period are generally paid in the following measurement period. Questions about eligibility? Call Starbucks Benefits Center at (877) SBUXBEN.

Here is how ongoing benefits eligibility works, based on your location.

U.S. mainland

October 1, 2014 will be the final quarterly eligibility audit, measuring paid hours between July 1 - September 30, 2014. If you are paid at least 240 hours by the last paycheck in September 2014, you will maintain benefit coverage through March 31, 2015. If you are paid less than 240 hours, your benefits eligibility and coverage will end October 31, 2014. For additional details, refer to the U.S. Benefits Plan Description with the effective date of October 1, 2013.

Effective January 6, 2015, the process for measuring ongoing benefits eligibility for U.S. mainland partners has been revised to comply with the Affordable Care Act. The ongoing eligibility audit period will change from quarterly audits to semi-annual audits (2 times annually). To maintain benefits eligibility, you must be paid a minimum of 520 hours during each six-month measurement period (vs. 240 hours for the prior quarterly audits). Eligibility audits will be conducted on January 6 and July 6 to determine if you have been paid the 520 hours needed to maintain your eligibility. If you meet the paid hours requirement, benefits eligibility and coverage will continue through the next 6-month stability period. If you do not meet the paid hours requirement, benefits eligibility and coverage will end.

Here is when the eligibility audits are held, and how they affect your benefits eligibility and coverage.

Paid hours must equal at least 520 by the last pay date in the semi-annual measurement period	Semi-annual benefits eligibility audit performed on	The months (stability period) for which you are maintaining benefits eligibility and coverage
July 6 - January 5	January 6	April, May, June, July, August, September
January 6 - July 5	July 6	October, November, December, January, February, March

Eligibility and Enrollment

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Remember, Starbucks pay periods end on Sunday. Therefore, the last day you can work or request paid time off that will be counted on your paycheck is the Sunday prior to your pay date. Your paid hours will accumulate every pay date within the measurement period and are displayed on your pay stub as "Benefit Hours (BEN)." BEN hours are refreshed to zero at the beginning of each new measurement period.

Note: If you transfer pay cycles during the semi-annual measurement period, your pay dates may change, and you may need to increase your hours to maintain your benefits.

Once you gain initial eligibility you will transition to the ongoing eligibility audit process. You must have been hired on or before the start of the measurement period in order to be subject to the ongoing audit. The table below provides you information about which eligibility audit you will need to have 520 paid hours in order to maintain eligibility.

Partners who gain eligibility for the first time in the months of:	Are subject to the first ongoing audit occurring on:
November, December, January, February, March, April (if hired on or before January 6)	July 6
May, June, July, August, September, October (if hired on or before July 6)	January 6

Losing benefits eligibility due to a reduction in paid hours

If, based on the eligibility audit, it is determined that your paid hours fell below the minimum of 520 hours required to maintain ongoing eligibility, your benefits eligibility, coverage and payroll deductions will end as outlined below.

If you are paid for less than 520 hours during	Semi-Annual eligibility audit performed on	Your benefits eligibility and coverage will end
July 6 - January 5	January 6	March 31
January 6 - July 5	July 6	September 30

Re-establishing benefits eligibility

If you lose eligibility because your paid hours fell below the minimum required, you can re-establish eligibility in a subsequent semi-annual measurement period, as applicable, as long as you have remained an active Starbucks partner during this time. If your paid hours during a subsequent measurement period meet or exceed the minimum required for ongoing benefits eligibility, you will re-establish eligibility for benefits as shown below.

If you are paid a minimum of 520 hours during	Semi-Annual eligibility audit performed on	Your benefits eligibility will begin
July 6 - January 5	January 6	April 1
January 6 - July 5	July 6	October 1

If you re-establish eligibility during a semi-annual audit, a new benefits enrollment kit will be mailed to your home address. If you want benefits coverage, you will need to re-enroll either by logging in to Starbucks Benefits Source at mysbuxben.com, or by calling Starbucks Benefits Center at (877) SBUXBEN by the deadline

Eligibility and Enrollment

◀ page	page ▶	◀◀ back	main contents	chapter contents	index	search
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shown on your enrollment letter. In order to pay the lowest rate for medical coverage, you are also required to complete the online Health Assessment (HA) by your deadline.

Ongoing eligibility for partners in Hawaii

If you are a partner working in Hawaii, you must be paid a minimum of 80 hours during each month to maintain benefits eligibility. Monthly eligibility audits are performed on the last Friday of each calendar month. During the audit, your paid hours within the current calendar month are tallied. Your paid hours will accumulate every pay date within the month and are displayed on your pay stub as "BEN Hours." BEN Hours are refreshed to zero at the beginning of each new month.

If you are paid less than 80 hours in a calendar month, your benefits eligibility and coverage will end on the last day of that month.

You can re-establish eligibility in a subsequent month as long as you have remained an active Starbucks partner and are paid 80 hours or more in a subsequent calendar month. You can re-establish benefits eligibility the first of the month following the month in which your paid hours equal or exceed 80.

If you lose eligibility, then subsequently re-establish eligibility within the same plan year, your prior enrollment elections and payroll deductions are automatically reinstated. A *Confirmation Statement* of your prior benefit elections will be mailed to your home shortly after your eligibility resumes.

Re-establishing eligibility in a new plan year

If you re-establish eligibility in a new plan year, we will mail a new benefits enrollment kit to your home. If you want benefits coverage, you will need to re-enroll either online by logging in to Starbucks Benefits Source at mysbuxben.com, or by calling Starbucks Benefits Center at (877) SBUXBEN by the deadline shown on your enrollment letter. In order to pay the lowest rate for medical coverage, you are also required to complete the online Health Assessment (HA) by your deadline.

Eligibility for rehired partners (U.S. Mainland)

If you separate employment from Starbucks and are rehired after 13 weeks, you will be treated as a newly eligible partner for purposes of benefits eligibility.

If you separate employment and are rehired within 13 weeks, your previous benefits eligibility may be reinstated the first of the month following your rehire. If you are rehired within the same plan year, your previous benefit coverage will be reinstated. If you are rehired within a new plan year, you will need to elect coverage and complete the Health Assessment (HA). You will be notified by Starbucks Benefits Center if your coverage will be reinstated.

For ongoing benefits eligibility, you will be subject to the next ongoing eligibility audit performed after your rehire date. When determining ongoing benefits eligibility, both your paid hours prior to your rehire date and after your rehire date in the measurement period will be evaluated.

EXHIBIT 3



Partner Availability Form – U.S.

We pride ourselves on what makes Starbucks special. It's you, *our partners*. Starbucks makes every effort to provide you with a work schedule that meets your individual needs, provides work/life balance, and meets the needs of our business. Your manager will have ongoing conversations with you to see how we are doing.

Please list below your availability and preference for the next 6 months.
We will consider your availability to be as listed below unless you submit a new Partner Availability Form.

Available Hours = your full availability each day Preferred Hours = your preferred time to work within your availability (preferred hours are not guaranteed)					[Manager to complete for new hires] Estimated Schedule In First Month of Employment	
Day of Week	I am available to work during these hours:	Total Available Hours	I would prefer to work during these hours:	Total Preferred Hours	Estimated day parts / shift times: (O=Opening, M=Mid-day, C=Closing)	Total Estimated Shift Hours
Example	4 a.m. – 4 p.m.	12	7 a.m. – 1 p.m.	6	O 4 a.m. – 9 a.m.	5
Monday	5:00-8					
Tuesday	5:00-8					
Wednesday	5:00-8					
Thursday	5-8					
Friday	5-8					
Saturday	5:30-1					
Sunday	5:30-					
Totals						
Maximum hours you want to work per week: (maximum hours are not guaranteed)					Your expected minimum # of shifts per month:	
Is there anything else I need to know about your scheduling needs? (e.g., commuting method, etc.)						
What is most important about your schedule? (e.g., # of hours worked, day parts worked, days of week)						

Hope Brown
Partner Name

[Redacted]
Partner Number

Partner: Please return this form and discuss with your store manager upon completion. Your store manager will use this information as well as the business needs of the store to build a schedule that balances both. Knowing your preferences is a starting point for you and your store manager to discuss scheduling. Preferences are considered but are not guaranteed. Please be aware that while this is a good faith estimate of your expected minimum number of scheduled shifts per month, and the days and hours of those shifts, your actual shifts may vary. This good faith estimate does not constitute a contractual offer and is not a contract of employment.

I have reviewed the above information with my manager.

[Signature]
Partner Signature

Store Manager Signature

9/28/15
Effective Date



Partner Availability Form – U.S.

We pride ourselves on what makes Starbucks special. It's you, *our partners*. Starbucks makes every effort to provide you with a work schedule that meets your individual needs, provides work/life balance, and meets the needs of our business. Your manager will have ongoing conversations with you to see how we are doing.

Please list below your availability and preference for the next 6 months.
We will consider your availability to be as listed below unless you submit a new Partner Availability Form.

Available Hours = your full availability each day Preferred Hours = your preferred time to work within your availability (preferred hours are not guaranteed)					(Manager to complete for new hires) Estimated Schedule in First Month of Employment	
Day of Week	I am available to work during these hours:	Total Available Hours	I would prefer to work during these hours:	Total Preferred Hours	Estimated day parts / shift times: (O=Opening, M=Mid-day, C=Closing)	Total Estimated Shift Hours
Example	4 a.m. – 4 p.m.	12	7 a.m. – 1 p.m.	6	O 4 a.m. – 9 a.m.	5
Monday						
Tuesday	OPEN-10					
Wednesday						
Thursday	5-10					
Friday	5-10					
Saturday	5:30-1:30					
Sunday	5:30-1:30					
Totals						
Maximum hours you want to work per week: (maximum hours are not guaranteed)					Your expected minimum # of shifts per month:	
Is there anything else I need to know about your scheduling needs? (e.g., commuting method, etc.)						
What is most important about your schedule? (e.g., # of hours worked, day parts worked, days of week)						

Hope Brown
Partner Name

[Redacted]
Partner Number

Partner: Please return this form and discuss with your store manager upon completion. Your store manager will use this information as well as the business needs of the store to build a schedule that balances both. Knowing your preferences is a starting point for you and your store manager to discuss scheduling. Preferences are considered but are not guaranteed. Please be aware that while this is a good faith estimate of your expected minimum number of scheduled shifts per month, and the days and hours of those shifts, your actual shifts may vary. This good faith estimate does not constitute a contractual offer and is not a contract of employment.

I have reviewed the above information with my manager.

[Signature]
Partner Signature

[Signature]
Store Manager Signature

8:05
Effective Date

DF 4/22



Partner Information & Availability Agreement Form

Starbucks makes every effort to provide each partner with a work schedule that meets his or her needs and provides work/life balance, as well as a schedule that meets Starbucks business needs.

Please note that in order to be eligible for employment with Starbucks, hourly partners (baristas and shift supervisors) must be available to work at least three shifts per week or 16 hours/week (for weekend-only partners).

Please provide the information requested below and indicate the hours you are available to work, as well as your preferred schedule. You will be asked to update this form every six months, but if necessary, you may discuss any changes in your availability with your store manager at any time.

Please return this form to your store manager upon completion.

Last name: Brown First: Hope MI: _____
Store number: 8696 Hire/start date: _____ Home phone: _____
Home address: _____
City: _____ State/Prov.: _____ ZIP/Postal Code: _____
Emergency contact: _____ Phone: _____

Please list below your availability and preference for the next 6 months.

	Available hours	Total available hrs	Preferred hours	Total preferred hrs
Example	4 a.m. - 4 p.m.	12	7 a.m. - 1 p.m.	6
Monday	5 - 12			
Tuesday				
Wednesday				
Thursday				
Friday				
Saturday				
Sunday				
Total		35		

Partner signature

Partner number

Effective date

Store manager: Please review Total available hours to ensure partner meets the criteria for full-time or part-time employment. FT: partner must be available to work 70%+ of total store operating hours (i.e. 115 store operating hours = 80.5+ hours available). PT: partner must be available to work 150%+ of targeted hours (i.e. 20 hours targeted = 30+ hours available).

10/29
DE

EXHIBIT 4

Hope's
last day is
11/29.

- Hope

EXHIBIT 5

Employee Schedule

Time Period: 4/01/2015 - 11/30/2015

Cafe - Location: Organization\US Bus\Z006\R009\A141\D1041\008696\Cafe

Data Requested On: [REDACTED]
 Executed on: [REDACTED]
 Printed for: [REDACTED]

Employee	Job	Wed 4/1/2015	Thu 4/2/2015	Fri 4/3/2015	Sat 4/4/2015	Sun 4/5/2015	Mon 4/6/2015	Tue 4/7/2015
Brown, Hope	Operations		5:00A - 6:30A	5:00A - 6:30A	5:30A - 7:00A	5:30A - 7:00A		5:00A - 6:30A
	Operations		6:40A - 10:00A	6:40A - 10:00A	7:10A - 9:15A	7:10A - 9:00A		6:40A - 10:00A
	Operations				9:45A - 11:15A	9:30A - 11:00A		

Employee Schedule

Time Period: 4/01/2015 - 11/30/2015

Cafe - Location: Organization/US Bus/Z006/R009/A141/D1041/008696/Cafe

Data Requested On:
Executed on:
Printed for:

Employee	Job	Wed 4/8/2015	Thu 4/9/2015	Fri 4/10/2015	Sat 4/11/2015	Sun 4/12/2015	Mon 4/13/2015	Tue 4/14/2015
Brown, Hope	Operations		5:00A - 6:30A	5:00A - 8:45A	5:30A - 7:00A	5:30A - 7:00A		5:00A - 6:30A
	Operations		6:40A - 10:00A	8:55A - 10:00A	7:10A - 11:15A	7:10A - 11:00A		6:40A - 10:00A

Employee Schedule

Time Period: 4/01/2015 - 11/30/2015

Cafe - Location: Organization/US Bus/Z006/R009/A141/D1041/008696/Cafe

Data Requested On:
 Executed on:
 Printed for:

Employee	Job	Wed 4/15/2015	Thu 4/16/2015	Fri 4/17/2015	Sat 4/18/2015	Sun 4/19/2015	Mon 4/20/2015	Tue 4/21/2015
Brown, Hope	Operations		5:00A - 6:30A	5:00A - 8:30A	5:30A - 7:45A	5:30A - 7:45A		
	Operations		6:40A - 10:00A	8:40A - 10:00A	7:55A - 11:15A	7:55A - 11:15A		

Employee Schedule

Time Period: 4/01/2015 - 11/30/2015

Cafe - Location: Organization/US Bus/Z006/R009/A141/D1041/008696/Cafe

Data Requested On:
Executed on:
Printed for:

Employee	Job	Wed 4/22/2015	Thu 4/23/2015	Fri 4/24/2015	Sat 4/25/2015	Sun 4/26/2015	Mon 4/27/2015	Tue 4/28/2015
Brown, Hope	Operations	5:00A - 7:45A		5:00A - 7:45A	5:30A - 7:45A	5:30A - 7:30A Cafe/Key Holder	x	5:00A - 7:45A
	Operations				7:55A - 10:00A	7:40A - 9:30A Cafe/Key Holder	x	
	Operations				10:30A - 11:30A	10:00A - 11:15A Cafe/Key Holder	x	
	Operations				11:40A - 1:00P	11:25A - 1:30P Cafe/Key Holder	x	

Employee Schedule

Time Period: 4/01/2015 - 11/30/2015

Cafe - Location: Organization/US Bus/Z006/R009/A141/D1041/008696/Cafe

Data Requested On:
Executed on:
Printed for:

Employee	Job	Wed 4/29/2015	Thu 4/30/2015	Fri 5/1/2015	Sat 5/2/2015	Sun 5/3/2015	Mon 5/4/2015	Tue 5/5/2015
Brown, Hope	Operations			5:00A - 7:45A	5:30A - 7:15A	5:30A - 7:45A		5:00A - 7:45A
	Operations				7:25A - 9:30A	7:55A - 10:00A		
	Operations				10:00A - 11:00A	10:30A - 11:30A		
	Operations				11:10A - 1:30P	11:40A - 1:30P		

Employee Schedule

Time Period: 4/01/2015 - 11/30/2015

Cafe - Location: Organization/US Bus/Z006/R009/A141/D1041/008696/Cafe

Data Requested On:
Executed on:
Printed for:

Employee	Job	Wed 5/6/2015	Thu 5/7/2015	Fri 5/8/2015	Sat 5/9/2015	Sun 5/10/2015	Mon 5/11/2015	Tue 5/12/2015
Brown, Hope	Operations			5:00A - 7:15A	5:30A - 7:45A	5:30A - 7:45A		5:00A - 8:00A
	Operations				7:55A - 10:00A	7:55A - 10:00A		
	Operations				10:30A - 11:30A	10:30A - 11:30A		
	Operations				11:40A - 1:30P	11:40A - 1:00P		

Employee Schedule

Time Period: 4/01/2015 - 11/30/2015

Cafe - Location: Organization/US Bus/Z006/R009/A141/D1041/008696/Cafe

Data Requested On:

Executed on:

Printed for:

Employee	Job	Wed 5/13/2015	Thu 5/14/2015	Fri 5/15/2015	Sat 5/16/2015	Sun 5/17/2015	Mon 5/18/2015	Tue 5/19/2015
Brown, Hope	Operations			5:00A - 8:00A	5:30A - 7:45A	5:30A - 7:45A		
	Operations				7:55A - 9:45A	7:55A - 10:00A		
	Operations				10:15A - 11:30A	10:30A - 11:30A		
	Operations				11:40A - 1:30P	11:40A - 1:00P		

Employee Schedule

Time Period: 4/01/2015 - 11/30/2015

Cafe - Location: Organization/US Bus/Z006/R009/A141/D1041/008696/Cafe

Data Requested On:
Executed on:
Printed for:

Employee	Job	Wed 5/20/2015	Thu 5/21/2015	Fri 5/22/2015	Sat 5/23/2015	Sun 5/24/2015	Mon 5/25/2015	Tue 5/26/2015
Brown, Hope	Operations			5:00A - 8:00A	5:30A - 7:45A	5:30A - 7:45A		5:00A - 8:00A
	Operations				7:55A - 10:00A	7:55A - 10:00A		
	Operations				10:30A - 11:15A	10:30A - 11:30A		
	Operations					11:40A - 1:00P		

Employee Schedule

Time Period: 4/01/2015 - 11/30/2015

Cafe - Location: Organization\US Bus\Z006\R009\A141\ID1041\008696\Cafe

Data Requested On:

Executed on:

Printed for:

Employee	Job	Wed 5/27/2015	Thu 5/28/2015	Fri 5/29/2015	Sat 5/30/2015	Sun 5/31/2015	Mon 6/1/2015	Tue 6/2/2015
Brown, Hope	Operations		5:00A - 8:00A	5:00A - 8:00A	5:30A - 7:45A	5:30A - 7:45A	5:00A - 8:00A	5:00A - 8:00A
	Operations				7:55A - 10:00A	7:55A - 10:00A		
	Operations				10:30A - 11:30A	10:30A - 11:30A		
	Operations				11:40A - 1:00P	11:40A - 1:15P		

Employee Schedule

Time Period: 4/01/2015 - 11/30/2015

Cafe - Location: Organization/US Bus/Z006/R009/A141/D1041/008696/Cafe

Data Requested On:
Executed on:
Printed for:

Employee	Job	Wed 6/3/2015	Thu 6/4/2015	Fri 6/5/2015	Sat 6/6/2015	Sun 6/7/2015	Mon 6/8/2015	Tue 6/9/2015
Brown, Hope	Operations		5:00A - 8:00A	5:00A - 8:00A	5:30A - 7:00A			5:00A - 8:00A
	Operations				7:10A - 9:00A			
	Operations				9:30A - 11:15A			
	Operations				11:25A - 1:30P			

Employee Schedule

Time Period: 4/01/2015 - 11/30/2015

Cafe - Location: Organization/US Bus/Z006/R009/A141/D1041/008696/Cafe

Data Requested On:
Executed on:
Printed for:

Employee	Job	Wed 6/10/2015	Thu 6/11/2015	Fri 6/12/2015	Sat 6/13/2015	Sun 6/14/2015	Mon 6/15/2015	Tue 6/16/2015
Brown, Hope	Operations	5:00A - 8:00A	5:00A - 8:00A	5:00A - 8:00A	5:30A - 7:45A		5:00A - 8:00A	5:00A - 8:00A
	Operations				7:55A - 10:00A			
	Operations				10:30A - 11:30A			
	Operations				11:40A - 2:00P			

Employee Schedule

Time Period: 4/01/2015 - 11/30/2015

Cafe - Location: Organization\US Bus\Z006\R009\A141\D1041\008696\Cafe

Data Requested On:
Executed on:
Printed for:

Employee	Job	Wed 6/17/2015	Thu 6/18/2015	Fri 6/19/2015	Sat 6/20/2015	Sun 6/21/2015	Mon 6/22/2015	Tue 6/23/2015
Brown, Hope	Operations	5:00A - 8:00A						5:00A - 8:00A

Employee Schedule

Time Period: 4/01/2015 - 11/30/2015

Cafe - Location: Organization/US Bus/Z006/R009/A141/D1041/008696/Cafe

Data Requested On:
Executed on:
Printed for:

Employee	Job	Wed 6/24/2015	Thu 6/25/2015	Fri 6/26/2015	Sat 6/27/2015	Sun 6/28/2015	Mon 6/29/2015	Tue 6/30/2015
Brown, Hope	Operations	5:00A - 8:00A	5:00A - 8:00A	5:00A - 8:00A	5:30A - 7:45A			5:00A - 8:00A
	Operations				7:55A - 10:00A			
	Operations				10:30A - 11:30A			
	Operations				11:40A - 1:30P			

Employee Schedule

Time Period: 4/01/2015 - 11/30/2015

Cafe - Location: Organization/US Bus/Z006/R009/A141/D1041/008696/Cafe

Data Requested On:
Executed on:
Printed for:

Employee	Job	Wed 7/1/2015	Thu 7/2/2015	Fri 7/3/2015	Sat 7/4/2015	Sun 7/5/2015	Mon 7/6/2015	Tue 7/7/2015
Brown, Hope	Operations	5:00A - 8:00A	5:00A - 8:00A	5:00A - 8:00A	5:30A - 10:00A			5:00A - 8:00A

Employee Schedule

Time Period: 4/01/2015 - 11/30/2015

Cafe - Location: Organization/US Bus/Z006/R009/A141/D1041/008696/Cafe

Data Requested On:
Executed on:
Printed for:

Employee	Job	Wed 7/8/2015	Thu 7/9/2015	Fri 7/10/2015	Sat 7/11/2015	Sun 7/12/2015	Mon 7/13/2015	Tue 7/14/2015
Brown, Hope	Operations	5:00A - 8:00A		5:00A - 8:00A	5:30A - 7:45A	5:30A - 7:45A		5:00A - 8:00A
	Operations				7:55A - 10:00A	7:55A - 10:00A		
	Operations				10:30A - 11:15A	10:30A - 11:15A		

Employee Schedule

Time Period: 4/01/2015 - 11/30/2015

Cafe - Location: Organization/US Bus/2006/R009/A141/D1041/008696/Cafe

Data Requested On:

Executed on:

Printed for:

Employee	Job	Wed 7/15/2015	Thu 7/16/2015	Fri 7/17/2015	Sat 7/18/2015	Sun 7/19/2015	Mon 7/20/2015	Tue 7/21/2015
Brown, Hope	Operations	5:00A - 8:00A		5:00A - 8:00A	5:30A - 7:30A 7:40A - 11:15A	5:30A - 7:00A 7:10A - 10:00A		5:00A - 6:30A 6:40A - 8:00A

Employee Schedule

Time Period: 4/01/2015 - 11/30/2015

Cafe - Location: Organization/US Bus/Z006/R009/A141/D1041/008696/Cafe

Data Requested On:

Executed on:

Printed for:

Employee	Job	Wed 7/22/2015	Thu 7/23/2015	Fri 7/24/2015	Sat 7/25/2015	Sun 7/26/2015	Mon 7/27/2015	Tue 7/28/2015
Brown, Hope	Operations		5:00A - 7:00A	5:00A - 7:00A	5:30A - 7:00A			5:00A - 7:00A
	Operations		7:10A - 8:00A	7:10A - 8:00A	7:10A - 8:45A			7:10A - 7:30A
	Operations				9:15A - 11:00A			7:30A - 8:00A Cafe/Operations 2
								x

Employee Schedule

Time Period: 4/01/2015 - 11/30/2015

Cafe - Location: Organization/US Bus/Z006/R009/A141/D1041/008696/Cafe

Data Requested On:
Executed on:
Printed for:

Employee	Job	Wed 7/29/2015	Thu 7/30/2015	Fri 7/31/2015	Sat 8/1/2015	Sun 8/2/2015	Mon 8/3/2015	Tue 8/4/2015
Brown, Hope	Operations		5:00A - 7:00A	5:00A - 8:00A		5:30A - 7:00A		5:00A - 8:00A
	Operations		7:10A - 8:00A			7:10A - 9:30A		

Employee Schedule

Time Period: 4/01/2015 - 11/30/2015

Cafe - Location: Organization/US Bus/Z006/R009/A141/D1041/008696/Cafe

Data Requested On:
Executed on:
Printed for:

Employee	Job	Wed 8/5/2015	Thu 8/6/2015	Fri 8/7/2015	Sat 8/8/2015	Sun 8/9/2015	Mon 8/10/2015	Tue 8/11/2015
Brown, Hope	Operations Operations		5:00A - 8:00A	5:00A - 6:30A 6:40A - 8:00A	5:30A - 10:00A	5:30A - 10:45A		5:00A - 6:30A 6:40A - 8:00A

Employee Schedule

Time Period: 4/01/2015 - 11/30/2015

Cafe - Location: Organization/US Bus/Z006/R009/A141/D1041/008696/Cafe

Data Requested On:

Executed on:

Printed for:

Employee	Job	Wed 8/12/2015	Thu 8/13/2015	Fri 8/14/2015	Sat 8/15/2015	Sun 8/16/2015	Mon 8/17/2015	Tue 8/18/2015
Brown, Hope	Operations Operations		5:00A - 8:00A	5:00A - 7:00A 7:10A - 8:00A	5:30A - 11:15A	5:30A - 9:45A 9:55A - 10:30A		5:00A - 8:00A

Employee Schedule

Time Period: 4/01/2015 - 11/30/2015

Cafe - Location: Organization/US Bus/Z006/R009/A141/D1041/008696/Cafe

Data Requested On:
 Executed on:
 Printed for:

Employee	Job	Wed 8/19/2015	Thu 8/20/2015	Fri 8/21/2015	Sat 8/22/2015	Sun 8/23/2015	Mon 8/24/2015	Tue 8/25/2015
Brown, Hope	Operations		5:00A - 8:00A	5:00A - 8:00A	5:30A - 7:45A 7:55A - 11:15A	5:30A - 7:45A 7:55A - 11:15A		5:00A - 8:00A
	Operations							

Employee Schedule

Time Period: 4/01/2015 - 11/30/2015

Cafe - Location: Organization\US Bus\Z006\R009\A141\D1041\008696\Cafe

Data Requested On:
Executed on:
Printed for:

Employee	Job	Wed 8/26/2015	Thu 8/27/2015	Fri 8/28/2015	Sat 8/29/2015	Sun 8/30/2015	Mon 8/31/2015	Tue 9/1/2015
Brown, Hope	Operations	5:00A - 8:00A			5:30A - 7:00A 7:10A - 11:15A	5:30A - 7:00A 7:10A - 11:00A		5:00A - 8:00A
	Operations							

Employee Schedule

Time Period: 4/01/2015 - 11/30/2015

Cafe - Location: Organization/US Bus/Z006/R009/A141/D1041/008696/Cafe

Data Requested On:
Executed on:
Printed for:

Employee	Job	Wed 9/2/2015	Thu 9/3/2015	Fri 9/4/2015	Sat 9/5/2015	Sun 9/6/2015	Mon 9/7/2015	Tue 9/8/2015
Brown, Hope	Operations Operations		5:00A - 8:00A	5:00A - 8:00A	5:30A - 7:45A 7:55A - 11:15A	5:30A - 7:45A 7:55A - 11:15A		5:00A - 8:00A

Employee Schedule

Time Period: 4/01/2015 - 11/30/2015

Cafe - Location: Organization/US Bus/Z006/R009/A141/D1041/008696/Cafe

Data Requested On:
Executed on:
Printed for:

Employee	Job	Wed 9/9/2015	Thu 9/10/2015	Fri 9/11/2015	Sat 9/12/2015	Sun 9/13/2015	Mon 9/14/2015	Tue 9/15/2015
Brown, Hope	Operations Operations	5:00A - 8:00A		5:00A - 8:00A	5:30A - 7:00A 7:10A - 11:15A	5:30A - 7:00A 7:10A - 11:15A		5:00A - 8:00A

Employee Schedule

Time Period: 4/01/2015 - 11/30/2015

Cafe - Location: Organization/US Bus/Z006/R009/A141/D1041/008696/Cafe

Data Requested On:
Executed on:
Printed for:

Employee	Job	Wed 9/16/2015	Thu 9/17/2015	Fri 9/18/2015	Sat 9/19/2015	Sun 9/20/2015	Mon 9/21/2015	Tue 9/22/2015
Brown, Hope	Operations Operations	5:00A - 8:00A		5:00A - 8:00A	5:30A - 7:45A 7:55A - 11:15A	5:30A - 7:45A 7:55A - 11:15A		5:00A - 8:00A

Employee Schedule

Time Period: 4/01/2015 - 11/30/2015

Cafe - Location: Organization/US Bus/Z006/R009/A141/D1041/008696/Cafe

Data Requested On:
Executed on:
Printed for:

Employee	Job	Wed 9/23/2015	Thu 9/24/2015	Fri 9/25/2015	Sat 9/26/2015	Sun 9/27/2015	Mon 9/28/2015	Tue 9/29/2015
Brown, Hope	Operations Operations	5:00A - 8:00A	5:00A - 8:00A		5:30A - 7:00A 7:10A - 11:15A	5:30A - 7:00A 7:10A - 11:15A		5:00A - 8:00A

Employee Schedule

Time Period: 4/01/2015 - 11/30/2015

Cafe - Location: Organization/US Bus/Z006/R009/A141/D1041/008696/Cafe

Data Requested On:

Executed on:

Printed for:

Employee	Job	Wed 9/30/2015	Thu 10/1/2015	Fri 10/2/2015	Sat 10/3/2015	Sun 10/4/2015	Mon 10/5/2015	Tue 10/6/2015
Brown, Hope	Operations Operations		5:00A - 6:30A 6:40A - 8:00A	5:00A - 8:00A		5:30A - 7:45A 7:55A - 11:15A		5:00A - 7:15A 7:25A - 9:30A

Employee Schedule

Time Period: 4/01/2015 - 11/30/2015

Cafe - Location: Organization/US Bus/Z006/R009/A141/D1041/008696/Cafe

Data Requested On:
Executed on:
Printed for:

Employee	Job	Wed 10/7/2015	Thu 10/8/2015	Fri 10/9/2015	Sat 10/10/2015	Sun 10/11/2015	Mon 10/12/2015	Tue 10/13/2015
Brown, Hope	Operations		5:00A - 7:15A 7:25A - 9:30A		5:30A - 7:00A 7:10A - 11:15A	5:30A - 7:00A 7:10A - 11:15A		5:00A - 9:30A
	Operations							

Employee Schedule

Time Period: 4/01/2015 - 11/30/2015

Cafe - Location: Organization/US Bus/Z006/R009/A141/D1041/008696/Cafe

Data Requested On:
Executed on:
Printed for:

Employee	Job	Wed 10/14/2015	Thu 10/15/2015	Fri 10/16/2015	Sat 10/17/2015	Sun 10/18/2015	Mon 10/19/2015	Tue 10/20/2015
Brown, Hope	Operations		5:00A - 9:30A		5:30A - 7:00A 7:10A - 11:15A	5:30A - 7:00A 7:10A - 11:15A		5:00A - 7:15A 7:25A - 9:30A
	Operations							

Employee Schedule

Time Period: 4/01/2015 - 11/30/2015

Cafe - Location: Organization/US Bus/Z006/R009/A141/D1041/008696/Cafe

Data Requested On:
Executed on:
Printed for:

Employee	Job	Wed 10/21/2015	Thu 10/22/2015	Fri 10/23/2015	Sat 10/24/2015	Sun 10/25/2015	Mon 10/26/2015	Tue 10/27/2015
Brown, Hope	Operations		5:00A - 7:15A 7:25A - 9:30A	5:00A - 7:15A 7:25A - 9:30A	5:30A - 7:45A 7:55A - 11:15A			5:00A - 6:30A 6:40A - 9:30A
	Operations							

Employee Schedule

Time Period: 4/01/2015 - 11/30/2015

Cafe - Location: Organization/US Bus/Z006/R009/A141/D1041/008696/Cafe

Data Requested On:
Executed on:
Printed for:

Employee	Job	Wed 10/28/2015	Thu 10/29/2015	Fri 10/30/2015	Sat 10/31/2015	Sun 11/1/2015	Mon 11/2/2015	Tue 11/3/2015
Brown, Hope	Operations		5:00A - 6:30A	5:00A - 6:30A		5:30A - 7:00A		
	Operations		6:40A - 9:30A	6:40A - 9:30A		7:10A - 11:15A		

Employee Schedule

Time Period: 4/01/2015 - 11/30/2015

Cafe - Location: Organization/US Bus/Z006/R009/A141/D1041/008696/Cafe

Data Requested On:
Executed on:
Printed for:

Employee	Job	Wed 11/4/2015	Thu 11/5/2015	Fri 11/6/2015	Sat 11/7/2015	Sun 11/8/2015	Mon 11/9/2015	Tue 11/10/2015
Brown, Hope	Operations Operations		5:00A - 6:30A 6:40A - 9:30A	5:00A - 9:30A	5:30A - 7:00A 7:10A - 11:15A			5:00A - 7:15A 7:25A - 9:30A

Employee Schedule

Time Period: 4/01/2015 - 11/30/2015

Cafe - Location: Organization/US Bus/Z006/R009/A141/D1041/008696/Cafe

Data Requested On:
Executed on:
Printed for:

Employee	Job	Wed 11/11/2015	Thu 11/12/2015	Fri 11/13/2015	Sat 11/14/2015	Sun 11/15/2015	Mon 11/16/2015	Tue 11/17/2015
Brown, Hope	Operations		5:00A - 7:15A					
	Operations		7:25A - 9:30A					